



26/07/2019

सूची क्र.2

दुस्यम निबंधक गट्ट दु नि ठाणे 2

दम्न क्रमांक 11540/2019

नोंदणी

Regn 63m

## गावाचे नाव : आगासन

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	4686000
(3) बाजारभाव (भाडेपट्ट्याच्या वायव्यपट्ट्यांकर आगासणी देणे की पट्ट्यां नें नमुद करावे)	2034436.635
(4) भू-मापन पोटहिस्सा व परक्रमांक (अमल्यान)	1) पानिकेचे नाव: ठाणे मन पा इतर वर्णन मदतिका नं: 1001, माळा नं: 10, इमारतीचे नाव: रोझ विल्डिंग, प्रोव्हेन्ट अँड गेझ, ब्लॉक नं: अँड फरिक्चर मिटी कॉम्प्लेक्स आगासन गट्ट नं: दिवा पूर्व, ठाणे, इतर माहिती: क्षेत्र 45.99 चौ. मी. कार्पेट एरिया (सु वि क्रं 34/123 217); ( ( Survey Number : 138/2, 138/8A, 147/3, 147/5, 148/1A, 148/1B, 148/1C, 149/1C, 149/1 (Part) D, 153/33A, 153/33C, 159, 160. ) )
(5) क्षेत्रफळ	1) 45.99 चौ मीटर
(6) आकारणी: 1) वा जूरी देण्यात असेल नव्हा.	
(7) दम्नगवज करून देणा-या/विहून देणा-या परकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यान, प्रतिवादिचे नाव व पत्ता	1) नाव:- मे. अनंतनाथ डेव्हलपर्स नॉर्क भागीदार अक्षय मुकेश छेदा नॉर्क फ्लोरीडवावासाठी व सु धैर्य धीमंत छेदा वय:-35, पत्ता:- प्लॉट नं: गाँप नं: 18, 19, 20 माळा नं वळमडवा इमारतीचे नाव: लोटम मी विल्डिंग, अँड फरिक्चर मिटी कॉम्प्लेक्स, ब्लॉक नं: आगासन गट्ट फाटक जवळ रोड नं: आगासन, दिवा पूर्व, ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-AATFA9652M
(8) दम्नगवज करून देणा-या परकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यान, प्रतिवादिचे नाव व पत्ता	1) नाव:- करण शैलेश साकडिया वय:-26, पत्ता:- प्लॉट नं: बी-18, माळा नं: 4, इमारतीचे नाव: नारायण स्मृती सीएचएम्., ब्लॉक नं: श्रीन पार्क कॉम्प्लेक्सच्या जवळ, गांधी नगर गेट नं: मानपारा रोड, डॉविक्नी पुर्व, महाराष्ट्र, ठाणे. पिन कोड:-421204 पॅन नं:-BNZPM9368N 2) नाव:- शैलेश आर साकडिया वय:-56, पत्ता:- प्लॉट नं: बी-18, माळा नं: 4, इमारतीचे नाव: नारायण स्मृती सीएचएम्., ब्लॉक नं: श्रीन पार्क कॉम्प्लेक्सच्या जवळ, गांधी नगर गेट नं: मानपारा रोड, डॉविक्नी पुर्व, महाराष्ट्र, ठाणे. पिन कोड:-421204 पॅन नं:-AXRPM2144F
(9) दम्नगवज करून दिल्याचा दिनांक	26/07/2019
(10) दम्न नोंदणी घेण्याचा दिनांक	26/07/2019 /
(11) अनुक्रम नं. गंड व पृष्ठ	11540/2019
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	328100
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) भंग	

सह दुस्यम निबंधक, ठाणे क्र. २

मुल्यांकाभाऱ्ने विचारून घेतलेला नपशीत:-

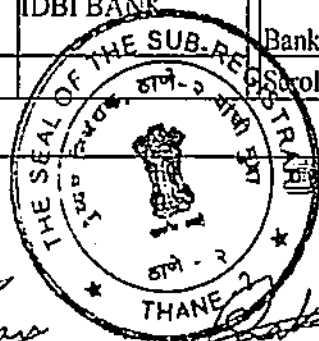
मुद्रांक शुल्क आकारनामा निबडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



Payment Successful. Your Payment Confirmation Number is 224392066

CHALLAN			
MTR Form Number - 6			
GRN NUMBER	MH004302041201920R	BARCODE	Form ID : Date: 22-07-2019
Department	IGR	Payee Details	
Receipt Type	RM	Dept. ID (If Any)	
Office Name	IGR114-THN2_THANE 2 JOINT SUB REGISTRAR	Location	PAN-BNZPM9368N
Year	Period: From : 22/07/2019 To : 31/03/2019	PAN No. (If Applicable)	
Object	Amount in Rs.	Full Name	KARAN SHAILESH MAKADIA
0030046401-75	328100.00	Flat/Block No. Premises/ Bldg	FLAT.NO 1001 FLR 10TH IN ROSE BLD OF AND ROSE
0030063301-70	30000.00	Road/Street, Area /Locality	138 147 148 149 153 159 160 DIVA AGASAN THANE Maharashtra
	0.00	Town/ City/ District	
	0.00	PIN	401 012
	0.00	Remarks (If Any) :	दस्तावेज क्रमांक 99480 / 2019 9 / एए
	0.00		
	0.00		
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	0.00		
Total	358100.00	Amount in words	Rupees Three Lakhs Fifty Eight Thousand One Hundred Only
Payment Details:IDBI NetBanking Payment ID : 224392066		FOR USE IN RECEIVING BANK	
Cheque- DD Details:		Bank CIN No : 69103332019072250781	
Cheque- DD No.		Date	22-07-2019
Name of Bank	IDBI BANK	Bank-Branch	THANE - JAMBHALI 495/NAKA
Name of Branch		Scroll No.	



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दस्तावेज क्र. ९९४४० / २०१९

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**AGREEMENT FOR SALE**

THIS AGREEMENT made at Thane this 26<sup>th</sup> day of July,

BETWEEN

M/S. ANANTNATH DEVELOPERS, a partnership firm registered under Indian Partnership Act, 1932 and having its corporate office at Shop Nos. 18, 19, 20, Ground Floor, Lotus "C" Building, AND Forever City Complex, Near Agasan Railway Phatak, Diva (East), Tal. and Dist. Thane - 400 612, through its Partner, Mr. Rushabh Mukesh Chheda, hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners for the time being constituting the said firm, the survivor or survivors of them, the heirs, executors and administrators of such last surviving partner, and their assigns) of the One Part:

AND

1) MR. KARAN SHAILESH MAKADIA, having Pan no. BNZPM9368N, age - 26, and  
 2) MR. SHAILESH R. MAKADIA, having Pan no. AXRPM2144F, age - 56, both residing at Room No. B-18, Narayan Smituli CHS., 4<sup>th</sup> Floor, Manpada Road, Near Green Park Complex, Gandhi Nagar, Dombivli East - 421 204, hereinafter referred to as the "the Allottees" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the Other Part:

(The Promoter and the Allottee are hereinafter jointly referred to as "the Parties", and individually as a Party")

**WHEREAS:**

(i) By and under the Development Agreement dated 8<sup>th</sup> April, 2015 executed by and between Nirabai Kaliram Ambekar and Others of the one part and the Promoter of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane 2 under Serial No. TNN-2/3796 of 2015, read with the Confirmation Deed dated 27<sup>th</sup> April, 2015 executed by and between Kavita Sudam Mhatre and others of the one part and the Promoter of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane 2 under Serial No. TNN-2/4734 of 2015 read with (1) the Development Agreement dated 27<sup>th</sup> September, 2012 executed by and between Macchindranath Parshuram Munde and others of the one part and the Promoter of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane 2 under Serial No. TNN-2/9146 of 2012, (2) the Development Agreement (Part I) dated 31<sup>st</sup> May, 2013 executed by and between Jagan Tukaram Patil and others of the one part and the Promoter of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane 2 under Serial No. TNN-2/4517 of 2013, (3) the Development Agreement (Part II) dated 23<sup>rd</sup> December, 2011 executed by and between Jagan Tukaram Patil and others of the one part and the Promoter of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane 2 under Serial No. TNN-2/9914 of 2013, (4) the Development Agreement (Part III) dated 30<sup>th</sup> December, 2014 executed by and between Jagan-Tukaram Patil and others of the one part and the Promoter of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane 2 under Serial No. TNN-2/10979 of 2014, (5) the Development Agreement (Part I) dated 25<sup>th</sup> August, 2014 executed by and between Nirabai Namdev Bhoir and others of the one part and the Promoter of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane 2 under Serial No. TNN-2/6984 of 2014, (6) the Development Agreement (Part II) dated 28<sup>th</sup> October, 2014 executed by and between Gopal Rama Patil and others of the one part and the Promoter of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane 2 under Serial No. TNN-2/8627 of 2014, read with the Confirmation Deed dated 3<sup>rd</sup> November, 2011, executed by and between Ankush Kamlakar Patil and others of the one part and the Promoter of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane 2 under Serial No. TNN-2/8880 of 2014, (7) the Development Agreement dated 24<sup>th</sup> July, 2015 executed by and between Chandrakant Shantaram Bedekar and others of the one part and the Promoter of the other part and registered in the Office of the Sub-Registrar of Assurances at under Serial No. TNN-2/8503 of 2015, (8) Development Agreement dated 22<sup>nd</sup> August, 2012 executed by and between Vilhabei Gulab Patil and others of the one part and the Promoter of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane - 2 under Serial No. TNN-2/7910 of 2012, (9) the Development Agreement dated 4<sup>th</sup> April, 2013 executed by and between Thakubai Shankar Joshi and others of the one part and the Promoter of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane 2 under Serial No. TNN-2/2991 of 2013, (10) the Development Agreement dated 14<sup>th</sup> March, 2013 executed by and between Gautam Bhiva Bedekar and others of the one part and the Promoter of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-5/2717 of 2013, (11) the Development Agreement dated 25<sup>th</sup> February, 2013 executed by and between Vilhabei Gulab Patil and others of the one part and the Promoter of the other part and registered in the

Promoter <i>RMC</i>	Allottee. 1 <i>Shankar Joshi</i>	Allottee. 2 <i>Karandikar</i>
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Office of the Sub-Registrar of Assurances at Thane 5 under Serial No. TNN-5/1938 of 2013, (12) the Development Agreement dated 25<sup>th</sup> February 2013 executed by and between Vithabai Gulab Patil and others of the one part and the Promoter of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane 5 under Serial No. TNN-5/1936 of 2013, granted in favour of the Promoter. development rights in respect of the land bearing Survey No. 138 Hissa No. 2, Survey No. 138 Hissa No. 8A, Survey No. 147 Hissa No. 3, Survey No. 147 Hissa No. 5, Survey No. 148 Hissa No. 1A, Survey No. 148 Hissa No. 1B, Survey No. 148 Hissa No. 1C, Survey No. 149 Hissa No. 1C, Survey No. 153 Hissa No. 33A, Survey No. 149 Hissa No. 1(Part) D, Survey No. 153 Hissa No. 33C and Survey No. 160, collectively admeasuring 22,800 square metres or thereabout (hereinafter collectively referred to as "the Development Property") at or for the consideration and on the terms and conditions mentioned in each of the development agreements mentioned above.

(ii) By and under the Sale Deed dated 17<sup>th</sup> June, 2015 executed by and between Rushabh Mukesh Chheda (a partner of the Promoter) of the one part and (1) Manisha Madan Mhatre (2) Reshma Madan Mhatre, (3) Nishan Madan Mhatre, (4) Nilam Madan Mhatre (alias Nilam Hemant Patil), (5) Gurunath Kahna Mhatre, (6) Shyam Kahna Mhatre, (7) Aayulubai Bheemrao Mhatre (8) Gajanan Hira Mhatre and (9) Pravin Bhimrao Mhatre of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-2/6904 of 2015, the said Manisha Madan Mhatre and others, sold, transferred and conveyed the portion of the land bearing Survey No. 159 admeasuring 600 square metres or thereabout (hereinafter referred to as "the Survey No. 159 Land"), to the said Rushabh Mukesh Chheda, at or for the consideration and on the terms and conditions mentioned therein.

(iii) The Survey No. 159 Land was purchased by the said Rushabh Mukesh Chheda from and out of the monies belonging to the Promoter and was acquired for the Promoter, and accordingly the Survey No. 159 Land was brought in to the stock of the Promoter by the said Rushabh Mukesh Chheda, and has been treated as the Promoter's property by all the partners of the Promoter (including the said Rushabh Mukesh Chheda). The Survey No. 159 Land is also duly reflected as the property of the Promoter in the balance sheet of the Promoter, from the very inception. Accordingly, the Promoter has the right to develop the Survey No. 159 Land as the owner thereof;

(The Development Property and the Survey No. 159 Land admeasuring 23,400 square metres in the aggregate, and are more particularly described in the First Schedule hereunder written and shown surrounded by thick red colour boundary line on the Plan thereof annexed hereto and marked Annexure "1" and hereinafter jointly referred to as "the Larger Property");

(iv) Each of the aforesaid owners have, in respect of their respective portions of the Larger Property, simultaneously with the above recited Development Agreements also executed Irrevocable Powers of Attorney, save and except in respect of the Survey no. 159 Land, which presently stands in the name of the Promoter as aforesaid;

(v) The Promoter is developing the larger complex to be known as "AND Forever City" in a phase wise manner (hereinafter referred to as "the Complex");

(vi) The Promoter is constructing a building to be known as "Rose" (and more particularly described in the Second Schedule hereunder written and hereinafter referred to as "the said Building") having Plinth Area 785 square metres standing on the pieces and parcels of land bearing Survey No. 147 Hissa No. 3, Survey No. 148 Hissa No. 1A, Survey No. 148 Hissa No. 1B, Survey No. 148 Hissa No. 1C, Survey No. 159, Survey No. 160 - forming part of the Larger Property (and more particularly described in the Third Schedule hereunder written and shown in orange colour wash on the Plan of the Larger Property annexed hereto and marked Annexure "1" and hereinafter referred to as "the Property"). The Promoter has, on the basis of the "S" available as on date prepared and submitted plans for the said Building comprising of lower still, ground level, podium, ground floor (part) (including 9 shops/commercial premises at the front-end of the ground floor level), still part at the rear-end of the ground floor level), first floor (part) (including 9 shops/commercial premises at the front-end of the first floor level), first floor (part) (including residential premises at the rear-end of the first floor level) and 2<sup>nd</sup> to 19<sup>th</sup> upper floors;

(vii) The development of the said Building is a phase of the development of the Complex and the said Building has been registered as a 'real estate project' with the Real Estate Regulatory Authority (hereinafter referred to as "the Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (hereinafter referred to as "RERA Rules") and is hereinafter referred to as "the Real Estate Project". The Promoter has registered the Real Estate Project under the provisions of the RERA with the Real Estate Regulatory Authority at Mumbai

Promoter RMC	Allottee. 1 [Signature]	Allottee. 2 [Signature]
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under No. P51700019146 and the Authority has duly issued the Certificate of Registration for the Real Estate Project, (hereinafter referred to as the "RERA Certificate") and an authenticated copy of the RERA Certificate is annexed and marked as Annexure "2" hereto;

(viii) The authenticated copy of the building plans of the said Building as approved by the Thane Municipal Corporation are annexed hereto and marked as Annexure "3" (hereinafter referred to as "the Building Plans");

(ix) The salient features of the Real Estate Project are available for inspection on the website of the Maha RERA Authority;

(x) In addition to the foregoing, the Promoter has, prior to the execution of this Agreement, duly disclosed to the Allottee, and the Allottee confirms that the Allottee is aware that:-

(a) The total floor space index (hereinafter referred to as "FSI") consumed/proposed to be consumed in the Real Estate Project is more particularly set out in clause 5.3 below;

(b) The access from the Property to the 18 metre wide Agasan Road is a non-exclusive common access intended to service the entire Larger Property (including the Amenity Open Space mentioned below) and is partly by virtue of a 12 metre wide internal road comprising of a portion of the First Property (as defined below) and partly over of a private road having a uniform 12 metre width, which access is shown in pink-colour wash on the Plan annexed hereto as Annexure "1". The use of the said private road portion of the access is in the nature of a perpetual right of way by virtue of the Deed of Right of Way dated 29<sup>th</sup> January, 2013 executed by and between the said Vihabai Gulab Patil and others of the one part and the Promoter of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane-5 under Serial No. TNN-5/1941 of 2013 and use of the 12 metre wide internal access road comprising of a portion of the First Property is in the nature of a right of way by virtue of the Deed of Right of Way dated 29<sup>th</sup> January, 2016 executed by and between Anirudh Laxman Madhvi and others of the one part and the Promoter of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane-2 under Serial No. TNN2-1445-2016;

(c) The said Building will have lower still, ground level podium, ground floor (part) (including 9 shops/commercial premises at the front-end of the ground floor level), still (part) (at the rear-end of the ground floor level), first floor (part) (including 9 shops/commercial premises at the front end of the first floor level), first floor (part) (including residential premises at the rear-end of the first floor level) and shall consist of 2<sup>nd</sup> to 19<sup>th</sup> upper floors for residential user (save and except portions of the 8<sup>th</sup>, 13<sup>th</sup> and 18<sup>th</sup> floors which have been designated as refuge areas as shown in hatched lines on the building plans annexed hereto and marked Annexure "3");

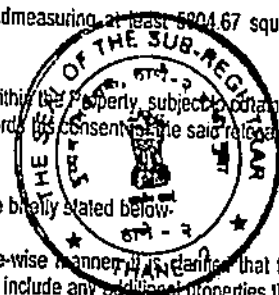
(d) The Promoter shall provide a Recreation Ground (R.G.) admeasuring at least 5001.67 square meters on the Larger Property;

(e) The Promoter shall be entitled to relocate the reservations within the Property, subject to obtaining the approval from the concerned authorities. The Allottee hereby accords its consent to the said relocation as contemplated in this Agreement;

(xi) The material aspects of the development of the Complex are briefly stated below-

(a) The Promoter is developing the Larger Property in a phase-wise manner and clarifies that the expression "Larger Property" for the purposes of this Agreement shall include any additional properties that may be acquired/developed by the Promoter and/or forming part of the Complex. Provided that the Promoter shall, at its option, be entitled (but not obliged), to include and/or develop such acquired plots as an integral part of the "Larger Property" and/or the Complex. In the event such plots are excluded from the Complex, then in such case the conveyance of the Larger Property in favour of the Apex Body shall be subject to a right of way (having not less than 9 metre wide access) over the Larger Property which shall be available *inter alia* for the occupants of premises constructed/standing thereon from time to time;

(b) Certain portions of the Larger Property are reserved / earmarked under the Development Plan of the City of Thane for (i) Amenity Open Space admeasuring 1163.05 square metres (which shall be a public amenity to which the general public may have access and the same has already been handed over by the Promoter to the TMC by Transfer Deed dated 02/08/2017) and (ii) Primary



Promoter RMC	Allottee, 1 <i>[Signature]</i>	Allottee, 2 <i>[Signature]</i>
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ad-measuring 40.49 square metres. The aforesaid reservations are hereinafter referred to as the 'Larger Property DP Reservations'.

(c) Pursuant to the Agreement for Right of Way dated 9<sup>th</sup> May, 2018 executed by and between the Promoter of the one part and the TMC of the other part and registered in the Office of the Joint Sub-Registrar of Assurances at Thane-2 under Serial No. THN-26753 of 2018, the Promoter granted in favour of the TMC the right of way over a portion of the 12 metre wide internal road comprising of a portion of the First Property (as defined below) and partly over the land bearing Survey No.153/34B (over which the Promoter has a right of way by virtue of the said Deed of Right of Way dated 29<sup>th</sup> January, 2013 executed by and between the said Vihabai Gulab Padi and others of the one part and the Promoter of the other part and registered in the Office of the Sub-Registrar of Assurances at Thane-5 under Serial No. THN-5/1941 of 2013) for unrestricted general public access to the said Amenity Open Space, which access is shown in brown-colour wash on the Plan annexed hereto as Annexure '1'.

(d) The Promoter is constructing two buildings namely 'Orchid' having built-up area of 2,447.22 square metres on a portion of the Larger Property (and shown on the Plan of the Larger Land annexed hereto and marked Annexure '1' and hereinafter referred to as 'Orchid Building') and 'Jasmine-B' having built-up area of 1,393.25 square metres on a portion of the Larger Property (and shown tentatively on the Plan of the Larger Land annexed hereto and marked Annexure '1' and hereinafter referred to as 'Jasmine-B Building') (Orchid Building and Jasmine-B Building hereinafter collectively referred to as 'the EWS Buildings'), as part of the Complex, under the 'Inclusive Housing for Economically Weaker Sections and Low Income Groups' Scheme pursuant to the notification No TPB 4312 CR-45 2012 (2) UD-11 dated 8<sup>th</sup> December, 2013 issued by the Urban Development Department of the Government of Maharashtra under section 37 (1AA) (c) of the Maharashtra Regional and Town Planning Act, 1966 and which shall be handed-over to the Maharashtra Housing and Area Development Authority ('MHADA'). Orchid Building shall be constructed on a common lower stilt level (hereinafter referred to as 'the Common Basement'). The Promoter shall cease to be conveyed the said portions on which the EWS Buildings are constructed in favour of the Apex Body (as defined below) in manner contemplated in this Agreement;

(e) The development of the building known as 'Liby' as a phase of the development of the Complex and having panch area of 552.90 square metres exactly standing on the piece and parcel of land bearing Survey Nos. 138/2, 138/2A, 148/1A, 147/3 and 159 forming part of the Larger Property shall be constructed on a lower stilt level, which shall also be constructed on the Property so as to be contiguous with and shall form a homogenous extension of the Common Basement;

(f) The said Building shall be constructed on a lower stilt level, which shall be constructed on the Property so as to be contiguous with and shall form a homogenous extension of the Common Basement;

(g) The amenities mentioned in the Fourth Schedule may be constructed / located on the Property and/or any other portion of the Larger Property which amenities will be available collectively for the benefit and enjoyment of all the purchasers/residents/occupants of premises in the Complex and their immediate family members only (and not for their visitors and/or other relatives, who shall be permitted to use the same only in accordance with the rules framed therefor (including but not limited to, payment of charges fixed thereunder)) jointly with the purchasers/residents/occupants of premises in the buildings located on the property adjoining the Larger Property (not forming part of the Complex) and bearing Survey No. 149/1A and admeasuring 4390 square metres (hereinafter referred to as 'the First Property') and Survey No. 157/13B and admeasuring 3600 square metres (hereinafter referred to as 'the Second Property') (hereinafter referred to as 'the Complex Amenities') and the Allottee hereby accords his irrevocable consent to the same. The outgoings and maintenance (including costs of repairs / improvements etc.) for such amenities shall be borne and paid collectively by all the purchasers/residents/occupants of premises in the said Building and the purchasers/residents/occupants of premises of buildings constructed to be constructed on the Property and the First Property and the Second Property. The societies as may be formed in respect of the various buildings in the Complex shall provide access and assistance as may be required for the use and enjoyment of such amenities, in accordance with the rules framed therefor (including but not limited to payment of charges fixed thereunder) and the Allottee shall contribute the Allottee's share of the outgoings and the maintenance charges for the amenities to the Promoter Society (as defined below) as and when demanded;

(h) The Promoter shall form an apex society comprising the various societies/organizations/corporate bodies in respect of the various buildings that may be developed on the Larger Property, *inter alia* for the purpose of proper management, maintenance, regulation and control of all the Complex Amenities and shall cause the conveyance of the Larger Property in favour of the apex body (hereinafter referred to as 'the Apex Body'). However such conveyance *inter alia* of the Larger Property in favour of the Apex Body shall be subject to (i) the right of way in favour of the purchasers/occupants/residents of premises in the buildings

Promoter	Allottee. 1	Allottee. 2

located on the First Property and the Second Property over portions of the Larger Property and (ii) the right of way in favour of the TMC over portions of the Larger Property (as shown in on the Plan annexed hereto and marked Annexure "1");

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(i) The purchasers of the 18 commercial/shop premises in the said Building shall be admitted as members of a separate society to be formed in respect thereof (hereinafter referred to as "the Shop Society"). In such case, the said 18 shop premises at the ground (part) and first floor (part) levels of the said Building shall be conveyed by the Promoter in favour of the Shop Society.

(j) The Promoter shall be constructing a detached bungalow structure on a portion of the Larger Property (i.e. as part of the Complex) admeasuring 105.16 square metres or thereabout and shown on the Plan of the Larger Property annexed hereto and marked Annexure "1" and thereon shown in blue colour wash and hereinafter referred to as "the Bungalow", as and by way of permanent alternate accommodation for the owners of the Development Property pursuant to the Development Agreements dated 22/08/2012, 25/02/2013 and 25/02/2013 executed between the said owners of the one part and the Promoter of the other part read with the Supplementary Agreement dated 28<sup>th</sup> August 2014 executed by and between the said owners of the one part and the Promoter of the other part and registered in the Office of the Joint Sub-Registrar of Assurances at Thane-2 under Serial No. TNN-27149 of 2014, the Supplementary Agreement dated 28<sup>th</sup> August 2014 executed by and between the said owners of the one part and the Promoter of the other part and registered in the Office of the Joint Sub-Registrar of Assurances at Thane-2 under Serial No. TNN-27150 of 2014 and the Supplementary Agreement dated 29<sup>th</sup> January 2016 executed by and between the said owners of the one part and the Promoter of the other part and registered in the Office of the Joint Sub-Registrar of Assurances at Thane-2 under Serial No. TNN-2/1451 of 2016. The said owners shall be admitted as members of the Society (as defined below) to be formed in respect of the said Building, with respect to the Bungalow, which shall be conveyed in favour of the Society (as defined below) and the said owners shall, as such members, be entitled to all the benefits and entitlements of the members of the Society (as defined below) (including but not limited to the enjoyment of the Complex Amenities).

(k) The Promoter is entitled to make provision for change in layout of R.G., and utilize the entire F.S.I. available on the entire layout of the Complex till the Occupation Certificate is issued in respect of the last building to be constructed in the Complex;

(l) The zoning shown in the layout plan of the Complex in and around the Property is subject to change with prior approval from the concerned authorities. The Allottee hereby accords his consent for the said changes in zoning as contemplated in this Agreement, and as per the disclosures made by the Promoter;

(m) The Promoter shall be entitled to relocate the reservations within the Complex, subject to obtaining the approval from the concerned authorities. The Allottee hereby accords his consent for the said relocation as contemplated in this Agreement.

(n) The Promoter has obtained the environmental clearances for development of the Complex vide the letters dated March 3<sup>rd</sup>, 2015 and June 14<sup>th</sup>, 2017 addressed by the Ministry of Environment and Forest to the Promoter, for development work proposed to be carried on the Larger Property;

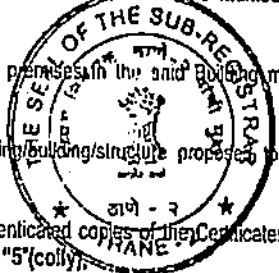
(o) Pursuant to the application made by the Promoter in this regard, the Office of the Additional Collector (Revenue Department), Thane has issued the Order dated 23<sup>rd</sup> November, 2015, which read with the Order issued by the Tahsildar, Thane dated 29<sup>th</sup> December, 2016, permits residential user of the Larger Property, on the terms and conditions contained therein, which are annexed hereto and marked as Annexure "4" (colly);

(xii) The subject matter of this Agreement is the residential premises in the said Building, more particularly mentioned in the Fifth Schedule hereunder written;

(xiii) The Allottee is not concerned with any other flat/shop/wing/building/structure proposed to be constructed on the Property and/or the Larger Property;

(xiv) The title of the Larger Property is certified as per the authenticated copies of the Certificates of Title, which are annexed hereto and collectively marked as Annexure "5" (colly);

(xv) The authenticated copies of the 7/12 extracts issued by the revenue authorities in respect of the Property annexed hereto and marked as Annexure "6" (colly);



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 (xvii) The Promoter has appointed Sameer S. Lotke and Associates as the Architect and Rajkumar Krishna/Bhondekar of SSCONS, as Structural Consultant for the preparation of the structural designs and drawings of the said Building and the Promoter accepts the professional supervision of the architects and the Structural Consultant till the completion of the said Building;

The Promoter has obtained from the TMC the Commencement Certificate in respect of the said Building, and hereinafter referred to as the "Commencement Certificate". An authenticated copy of the Commencement Certificate with respect to the said Building is annexed hereto as Annexure "7";

(xviii) While sanctioning the plans of the said Building, the TMC has laid down certain terms, conditions and restrictions which are to be observed and performed by the Promoter and upon due observance and performance of which the Occupation and Completion Certificates in respect of the said Building shall be granted by TMC;

(xix) The Allottee has approached the Promoter to purchase and the Promoter has at the request of the Allottee agreed to sell to the Allottee, on "ownership basis", the premises being a flat in the said Building (as more particularly described in the Fifth Schedule hereunder written and shown in red colour hatched lines on the typical floor plan annexed hereto and marked as Annexure "8" and hereinafter referred to as "the Premises") for the total consideration more particularly mentioned in the Sixth Schedule hereunder written (hereinafter referred to as the "Consideration") payable in the manner more particularly set out in the Seventh Schedule hereunder written, and upon the terms and conditions agreed between the Allottee and the Promoter as recorded herein;

(xx) the 18 shops/commercial premises at the ground floor (part) and first floor (part) levels of the said Building shall have independent access through 1 elevator and 2 staircases, more particularly shown in red colour hatched lines in the building plans annexed hereto as Annexure "3", which shall be for the exclusive use of the purchasers of the shops/commercial premises and the purchasers of premises in the said Building shall not be entitled to the use of the same;

(xxi) The Promoter is entitled and enjoined upon to construct the said Building on the Property in accordance with the recitals hereinabove;

(xxii) The Promoter has the sole and exclusive right to sell the premises in the said Building and to enter into agreement/s with the purchasers of the premises therein;

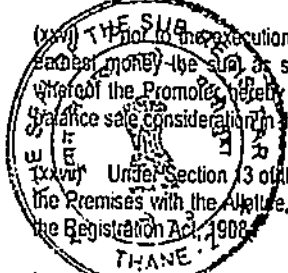
(xxiii) On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Property and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under RERA and the Rules and Regulations made thereunder and the Allottee is fully satisfied with the title of the owners in respect of the Property and the Promoter's right to develop the Property and sell and allot the Premises;

(xxiv) The authenticated copy of the plans of the layout of the Larger Property as approved by the Thane Municipal Corporation has been annexed hereto and marked as Annexure "9";

(xxv) 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;


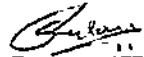
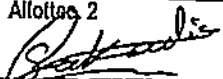
(xxvi) For the execution of these presents the Allottee has paid to the Promoter as and by way of earnest money the sum of set out in the Sixth Schedule hereunder written (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Allottee shall pay to the Promoter the balance sale consideration in the manner hereinafter appearing;

(xxvii) Under Section 13 of the RERA the Promoter is required to execute a written Agreement for sale of the Premises with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.



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

1. INTERPRETATION AND CONSTRUCTION:  
 Unless the context otherwise requires:  
 a) any reference to the singular shall include the plural and any reference to the plural includes the singular, and words imparting the masculine gender shall include the feminine gender and neutral gender and vice versa;

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- b) the expression "month" and "year" shall be to the calendar month and calendar year.
- c) any reference to an enactment, regulation, rules or any instrument (including any specific order, clause or article therein) shall be to the same as amended or replaced, as the case may be.
- d) reference to 'days' or 'dates' which do not fall on a working day, shall be construed as reference to the day or date falling on the immediately subsequent working day.
- e) References to person(s) shall include body(ies) corporate, unincorporated association(s), partnership(s), trusts, Hindu undivided family(ies), sole proprietorship concern(s) and any organisation or entity, whether incorporated or not;
- f) The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof;
- g) Any reference to a clause, sub-clause or schedule is reference to the clause, sub-clause or schedule hereto;
- h) References to recitals, clauses, schedules and annexures unless expressly provided shall mean reference to recitals, clauses, schedules and annexures of this Agreement and the same shall form an integral part of this Agreement;
- i) The above recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended to be in derogation of RERA.

## 2. DEVELOPMENT AND CONSTRUCTION

2.1 The Promoter is constructing the said Building consisting of lower silt, ground level podium, ground floor (part) (including 9 shops/commercial premises at the front-end of the ground level), silt (part) (at the rear-end of the ground floor level), first floor (part) (including 9 shops/commercial premises at the front-end of the first floor level), first floor (part) (including residential premises at the rear-end of the first floor level) and 2<sup>nd</sup> to 19<sup>th</sup> upper floors on the Property, as part of the complex to be constructed in a phase-wise manner on the Larger Property (hereinafter referred to as "the Complex"), in accordance with the plans, designs, specifications presently approved by the TMC and which have been seen and inspected by the Allottee, with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee only in respect of variations or modifications in (a) the sanctioned plans and specifications in respect of the Premises and (b) the nature of fixtures, fittings and amenities (as described in this Agreement) in respect of the Premises, except any alteration or addition required by any Government authorities or due to change in law.

2.2 The consent referred in the aforesaid proviso shall not be withheld.

## 3. TRANSACTION:

3.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, on ownership basis, the Premises (more particularly described in the Fifth Schedule hereunder written and shown on the floor plan thereof hereto annexed and marked Annexure "A") for the Consideration, being the price more particularly mentioned in the Sixth Schedule hereunder written including Rs.NIL being the proportionate price of the common areas and facilities in respect of the said Building (more particularly mentioned in the Eighth Schedule hereunder written).

3.2 The area of the Premises as set out in the Fifth Schedule is the carpet area of the Premises which means the net usable floor area of the Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Premises for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the Premises for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Premises. The carpet area of the Premises is measured on a bare shell basis, and is inclusive of the area of the columns in the Premises. Room dimensions and carpet area indicated is prior to application of any finishing material on any of the walls/surfaces and/or installation of any fixtures/piping etc. The area dimensions of toilets, bathrooms and other wet areas shall be measured above the ledge wall of toilets, bathrooms and other wet areas.

Promoter RMC	Allottee 1 <i>[Signature]</i>	Allottee 2 <i>[Signature]</i>
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3.3 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building is complete and the occupation certificate is granted by the competent authority in the certificate issued by the Promoter's Architect in this regard by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. In the event the Allottee does not accept the final carpet area of the Premises as confirmed by the Promoter in accordance with the certificate issued by the Promoter's Architect as aforesaid and requires the carpet area of the Premises to be independently measured, then in such case all costs and expenses whatsoever associated with such measurement/verification of the carpet area, (whether resulting from any breakage/removal of finishing material in the Premises or otherwise), shall be borne and paid by the Allottee (to the exclusion of the Promoter). 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 the Promoter shall refund the excess money paid by the Allottee within 30 (thirty) days with interest as provided under the RERA Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Allottee shall pay the additional amount to the Promoter as per the next milestone of the payment schedule as mentioned in the Seventh Schedule hereunder written, and in any event before taking possession of the Premises. All these monetary adjustments shall be reckoned/pro-rated with reference to the carpet area and price as mentioned in the Fifth Schedule and Sixth Schedule respectively of this Agreement.

3.4 The Promoter is not required to provide any car-parking space in respect of the Premises. The Allottee has informed the Promoter, and hereby reiterates and confirms that the Allottee does not require any car-parking facility. Accordingly neither shall the Allottee be entitled to the use of any car-parking space, whether under the stairs of the said Building and/or otherwise on the larger Property, nor has the Promoter provided the same.

3.5 The Promoter has agreed to sell to the Allottee the Premises on the basis of carpet area only and the Consideration agreed to be paid by the Allottee to the Promoter is agreed on the basis of the carpet area of the Premises.

3.6 The Consideration has been arrived at / calculated on the basis of the Allottee having agreed to pay the Consideration in the manner set out in the Seventh Schedule hereunder written and having agreed to comply with the terms and conditions mentioned herein.

#### 4 CONSIDERATION :

4.1 The Allottee agrees and covenants to pay the Consideration mentioned in the Sixth Schedule hereunder written in the manner set out in the Seventh Schedule hereunder written. In addition to the Consideration and all other amounts as mentioned herein, the Allottee shall also pay to the Promoter, the other charges (more particularly mentioned in the Ninth Schedule hereunder written and hereinafter referred to as "the Other Charges").

4.2 The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to any sanctioning authorities, any competent authority and/or any other increase in charges which may be levied or imposed by any sanctioning authorities, competent authority and/or 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 taxes imposed by any sanctioning authorities or any competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

4.3 The Allottee shall be responsible for payment of all the amounts in relation to the transaction contemplated herein, including but not limited to the installments of Consideration and all other amounts and taxes as may be applicable and/or performance of the obligations by the Allottee, is the essence of this Agreement.

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

4.5 The amounts payable by the Allottee to the Promoter including the payments of installments more particularly mentioned in the Seventh Schedule hereunder written shall be made by the Allottee within 7 (seven) days of notice in writing by the Promoter. An intimation from the Promoter to the Allottee that a particular stage of construction has commenced or been completed shall be sufficient proof that a particular stage of construction has been commenced or completed.

Promoter RMC	Allottee. 1 G. Singh	Allottee. 2 S. K. Sharma
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4.6. If the Allottee fails or is otherwise unable to pay any of the amounts payable under this Agreement including the Consideration and/or any other taxes as applicable within 15 (fifteen) days from the date of the demand notice issued by the Promoter, the Promoter shall be entitled to, without prejudice to the Promoter's other rights and entitlements, receive and recover from the Allottee and the Allottee shall pay to the Promoter the defaulted/delayed amount together with interest thereon as applicable under RERA Rules, for the period commencing from the date of the demand notice issued by the Promoter. In addition to the Allottee's liability to pay interest as mentioned hereinabove the Allottee shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne paid or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Allottee any amount or dues whatsoever payable by the Allottee under this Agreement and the Allottee hereby indemnifies the Promoter regarding such expenses.

4.7. Any other new taxes, any such interest, penalty, levies and also all increases therein from time to time as may be applicable shall be paid by the Allottee to the Promoter along with and in addition to each installment or as may be demanded by the Promoter.

4.8. The Allottee agrees to deduct tax at source (hereinafter referred to as "TDS") at applicable rate of the Consideration as per the Income Tax Act, 1961 (if applicable) and pay the same into the requisite Government Income Tax account and further the Allottee agrees and undertakes to furnish to the Promoter a tax deduction Certificate in this regard within 30 (thirty) days from the date of deduction of tax. In the event the Allottee fails to deduct tax or deposit the same in the requisite Government Income Tax account, the Allottee shall be solely liable and responsible for any and all consequences in respect thereof, with no liability to the Promoter.

4.9. Any deduction of an amount made by the Allottee on account of TDS under the applicable provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, while making payment of any amount to the Promoter under this Agreement shall be acknowledged/credited by the Promoter, only upon the Allottee submitting in a timely manner to the Promoter (against acknowledgement) the original TDS certificate for the amount so deducted and the said TDS certificate is matching with the information as available on Income Tax Department website for this purpose.

4.10. The Allottee hereby accords/grants his irrevocable consent to the Promoter to securitize, the Consideration and/or part thereof and/or the amounts receivable by the Promoter hereunder and to assign to the banks/financial institutions the right to directly receive from the Allottee the Consideration/or part thereof hereunder. The Allottee agrees and undertakes, upon receipt of any such intimation in writing by the Promoter, to pay without any delay, demur, deduction or objection to such bank/financial institutions, the Consideration or part thereof and/or the amounts payable hereunder. The Promoter covenants that the payment of such Consideration or part thereof duly made in accordance with the terms hereof, by the Allottee to the bank/financial institutions, shall be a valid payment of the Consideration or part thereof and discharge of the Allottee's obligations hereunder with regard to such payment.

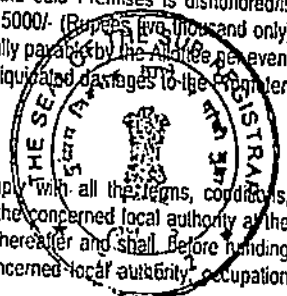
4.11. The Allottee is aware that in the event any cheque issued by the Allottee to the Promoter with respect to any amounts payable by the Allottee in connection with the said Premises is dishonored/is returned unpaid for whatsoever reason, cheque return charges of Rs. 5000/- (Rupees five thousand only) and an amount equivalent to 1% of the cheque amount will be additionally payable by the Allottee per event as and by way of reasonable pre-estimate of damages in the nature of liquidated damages to the Promoter, and not penalty.

**5. OBLIGATIONS OF PROMOTER:**

5.1. 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 plans in respect of the Real Estate Project or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the concerned local authority, occupation certificate in respect of the Premises.

5.2. Time is the essence of the contract for the Promoter as well as the Allottee. The Promoter shall, subject to the provisions of this Agreement, abide by the time schedule for completing the Real Estate Project and handing over the Premises to the Allottee after receiving the occupation certificate. Similarly, the Allottee shall make timely payments of the instalments of the Consideration as per the Seventh Schedule hereunder written and other dues payable by him/her and also duly comply with all the other obligations under the Agreement.

Promoter <i>RMC</i>	Allottee. 1 <i>[Signature]</i>	Allottee. 2 <i>[Signature]</i>
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5.3 The Promoter hereby declares that the Floor Space Index in respect of the Real Estate Project is 8376.92 square meters only and the Promoter has planned to utilize the said entire Floor Space Index of 8376.92 square metres (which includes FSI of 153.63 square metres in respect of the Bungalow (as defined below)). The Allottee has agreed to purchase the Premises based on the proposed construction and sale of premises to be carried out by the Promoter by utilizing the aforesaid FSI in the Real Estate Project and on the understanding that the declared proposed FSI shall belong to the Promoter only.

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5.4 The Promoter shall form the Apex Body for effective management and control of the amenities mentioned in the Fourth Schedule (hereinafter referred to as "the Complex Amenities") and cause the Promoter and (1) Nirajai Kaliram Ambekar and others (2) Macchindranath Parshuram Munde and others (3) Jayant Tukaram Patil and others (4) Nirabai Namdev Bhoir and others (5) Gopal Rama Patil and others (6) Chandrakant Shantaram Bedekar and others (7) Vilhabai Gulab Patil and others (8) Thakubai Shankar Joshi and others (9) Gautam Bhiva Bedekar and others to execute the Apex Body Transfer Document (as defined below) in favour of the Apex Body in the manner stated in this Agreement.

5.5 The Promoter will provide the fixtures, fittings and amenities in the Premises as set out in Annexure "10" annexed hereto.

6. DEFAULT AND CONSEQUENCES:

6.1 If the Promoter fails to abide by the time schedule for completing the Real Estate Project and handing over the Premises to the Allottee, then subject to the provisions of clause 10.2 below, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Real Estate Project, interest as specified in the RERA Rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Premises. The Allottee agrees to pay to the Promoter, interest as specified in the RERA Rules, on all the delayed payment which becomes 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 to the Promoter.

6.2 Without prejudice to the right of the Promoter to charge interest in terms of Clause 4.7 above, on the Allottee committing default in payment on due date (time being the essence of contract) of any amount due and payable by the Allottee to the Promoter under this Agreement (including the Allottee's proportionate share of taxes levied by TMC and other outgoings) and/or on the Allottee committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this Agreement.

Provided that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of installments) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Allottee in remedying such breach or breaches within 15 (fifteen) days after giving of such notice.

6.3 Upon termination of this Agreement:

(a) The Allottee shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter or in respect of the Premises in any manner whatsoever whether pursuant to this Agreement or otherwise howsoever;

(b) The Promoter shall be entitled to deal with and dispose of the Premises to any other person/s as the Promoter deems fit without any further intimation, act or consent from the Allottee;

(c) An amount equivalent to 10% of the Consideration, shall stand forfeited towards all costs, charges, expenses, losses and/or damages suffered by the Promoter on account of the termination, which the Allottee agrees, confirms and acknowledges, constitutes a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty.

(d) The Promoter shall refund the balance Consideration paid by the Allottee to the Promoter, without interest only after deducting and/or adjusting from the balance amounts, interest on delayed payments and/or any other amount due and/or payable by the Allottee and/or paid by the Promoter on the Allottee's behalf/account in respect of the Premises within a period of 30 (thirty) days of the termination as above;

Promoter RMC	Allottee. 1 <i>[Signature]</i>	Allottee. 2 <i>[Signature]</i>
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(e) If the Allottee seeks a loan from financial institutions or banks or any other lender (hereinafter referred to as the "Lender") for payment of the Consideration and/or any other amounts mentioned herein (or part thereof), against the security of the Premises subject to the consent and approval of the Promoter, and strictly subject to the rights of the Promoter hereunder (including without limitation, the power of termination), then in the event of (a) the Allottee committing a default of the payment of the installments of the Consideration and (b) the Promoter exercising its right to terminate this Agreement, (and/or any rights appurtenant to the Premises) the Allottee shall clear the mortgage debt outstanding at the time of the said termination on its own account without any recourse to the Promoter and the rights of the Lender shall *ipso facto* come to an end and the Lender shall have no recourse against the Promoter and/or the Premises whatsoever under any circumstances, and the Promoter shall be entitled to freely deal with the same and every part thereof freed from any and all claims whatsoever of the Lender. The Allottee shall obtain the necessary letter from the Lender stating that the Allottee has cleared the mortgage debt. On receipt of such letter from the Lender, the Allottee shall be (subject to what is stated above in clause 6.3(c)) entitled to the refund of the amount so paid by him to the Promoter towards the Premises in accordance with what is stated in this clause 6.3. Notwithstanding the above, the Allottee's obligation to make the payment of the installments and other charges, taxes and any dues under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.

(f) Till the time the entire Consideration and the other amounts due and payable by the Allottee to the Promoter is paid, the rights of the Lender shall be subservient to the rights of the Promoter.

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**7. RIGHTS AND ENTITLEMENTS OF THE PROMOTER:**

7.1. It is expressly agreed that the rights of the Allottee under this Agreement is only restricted to the Premises. All other premises in the said Building shall be the sole property of the Promoter and the Promoter shall be entitled to sell the same without any reference or consent or concurrence from the Allottee in any manner whatsoever.

7.2. The Promoter shall be at liberty and be entitled to amend the lay-out plan (being Annexure "9" hereto), and scheme of development of the Larger Property, the building(s) plans, other approvals for, including but not limited to;

(a) acquisition of additional plots of land from any person or persons (including the Government of Maharashtra) and inclusion of such plots of land in the lay-out plan of the Larger Property and/or the Property;

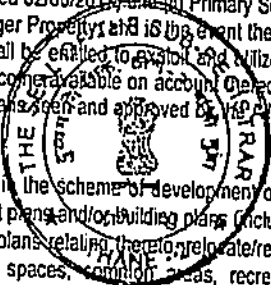
(b) amalgamation of the Larger Property with any adjoining plots of land and amalgamation of the Property with any adjoining plots and the Allottee and/or the Society and/or the Apex Body shall not object to the same

Provided that the Promoter shall at its option be entitled (but not obliged), to include and/or develop such acquired/amalgamated plots as an integral part of the 'Larger Property' and/or the Complex. In the event such plots are excluded from the Complex, then in such case the conveyance of the Larger Property in favour of the Apex Body shall be subject to a right of way (having not less than 9 metre wide access) over the Larger Property which shall be available *inter alia* for the occupants of premises constructed/standing thereon from time to time.

The Allottee shall not have any objection to the aforesaid and the Allottee hereby grants consent to the Promoter to carry out the necessary acts, deeds, matters and things. Without prejudice to and in addition to the foregoing, the Promoter has informed the Allottee and the Allottee hereby agrees and confirms that there are existing reservations for (i) Amenity Open Space admeasuring 1163.05 square metres (which shall be a public amenity to which the general public shall have unhindered access and the same has already been handed over by the Promoter to the TMC by Transfer Deed dated 02/08/2017) and (ii) Primary School (i.e. MAP reservation) admeasuring 40.49 square metres on the Larger Property and in the event the said reservations (or any part thereof) is removed, then the Promoter shall be entitled to exploit and utilize the entire development potential (by whatever name called) that may become available on account thereof, by constructing additional premises on the Larger Property as per the plans seen and approved by the Allottee (hereinafter referred to as "the Further Proposed Plans")

7.3. The Promoter shall be entitled to make amendments to or in the scheme of development of the Larger Property (including the Property) or any part thereof and layout plans and/or building plans (including the Building Plans and/or the Further Proposed Plans) and/or floor plans relating thereto, relocate/realign service and utility connections and lines, open spaces, parking spaces, common areas, recreation areas/grounds and/or varying the location of the access to said Building and all or any other areas, amenities and facilities as the Promoter may deem fit or if the same is required by the TMC and/or to the sanctioned plans from time to time

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The Allottee hereby consents and confirms to the Promoter that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose of any part or portion of the said Building constructed on the Property and to permit the same to be utilized for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Promoter

7.5 The Promoter shall be entitled to execute and implement the development of the Larger Property by utilization of all FSI (including fungible FSI, free FSI, premium FSI) that may be available in respect of the Larger Property and/or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes under the applicable laws or otherwise or any floating rights which is or may be available in respect of the Larger Property and/or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable laws, and such additions, structures and storeys will be the sole property of the Promoter alone. The Allottee agrees not to object or dispute the same. The Allottee shall not be entitled to raise any objection or claim or any abatement in the price of the Premises and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter

7.6 As part of the development of the Property the requisite approvals and sanctions have been applied for and/or are in process of being obtained and/or obtained by the Promoter from the sanctioning authorities. The requisite approvals and sanctions for the development of the Property may be amended from time to time, in accordance with the law and/or the planning requirements, as per the requirements of the development of the Property and/or as the Promoter deems fit and/or as may be required by any competent authority

7.7 The Promoter shall be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the Property to which the Allottee shall not have any right to object. It is expressly agreed that the Promoter shall be entitled to put signage to reflect the name of "Anantnath Developers" (or as desired by the Promoter) on the said Building, the Property and/or any part thereof including on the terrace and such signage may be illuminated or comprising neon sign and for that purpose the Promoter is fully authorized to allow temporary or permanent construction or erection or installation on the exterior of the said Building as the case may be and the Allottee agrees not to object or dispute the same. The Allottee shall not be entitled to raise any objection or claim any abatement in the price of the Premises and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter. The Promoter shall be entitled to install its logo in one or more places in or upon the said Building and the Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

7.8 If at any time before or during the currency of the development of the Larger Property (including the Property), any part of the Larger Property (including the Property) is taken over by or handed over by the Promoter to any government authorities or any regulatory authorities on account of the same forming part of any DP Road, set back area and/or for any other purpose, to any institution or body whether central or state government or any local corporation or any authority making claim over it, and the Promoter is required to hand over that area, then in that case the Allottee shall not object to the same and in case any compensation is received from the said authority whether monetary or otherwise including but not limited to grant of any FSI/TDR/any permission to put up any additional floors/wings or on grant of any incentive FSI, the Allottee shall not have any claim on the same. Similarly, if in case the Promoter is required to develop any kind of road, approach road, access area, any nallah or sewerage area and the Promoter develops the same whether or not the same forms part of the Larger Property (and/or the Property) and in that case if on account of such development of road, approach road, service road, access area, any nallah or sewerage area, the TMC or any other authority rewards any benefit whether monetary or otherwise, the Allottee agrees that the Allottee shall not have any sort of claim on the same and the same shall belong solely to the Promoter.

7.9 In the event of the Society being formed and registered before the sale and disposal by the Promoter of all the premises in the Real Estate Project, the power and authority of the Society so formed or that of the Allottee and the purchasers of other premises in the Real Estate Project shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the Real Estate Project, the construction and completion thereof and all the amenities pertaining to the same and in particular the Promoter shall have the absolute authority and control as regards the unsold premises, un-allotted car-parking spaces and the disposal/allocation thereof. The Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises. In case the Society is formed before the disposal by the Promoter of all the premises then the Promoter shall at its option (without any obligation) join in as a member in respect of such unsold premises and as and when such premises are sold, the Society

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shall admit such purchaser as the member without charging any premium or extra payment or any other charges of any form, including any non-occupancy charges

7.10. Till the entire development of the Larger Property is completed, the Allottee shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Property and the Allottee shall have no right or interest in the enjoyment and control of the Promoter in this regard. Without prejudice to the generality of the foregoing, the Allottee agrees, confirms and warrants that the Promoter shall until the completion of the entire development of the Larger Property (including after the formation of the Society) have full and free access to the Complex Amenities for and/or in connection with any and all promotional and/or other activities, including photo shoots, and the Allottee (and the Society) shall not, nor shall they be entitled to, obstruct, impede and/or otherwise interfere with the Promoter's said rights under any circumstances whatsoever.

7.11. In the event of the Promoter having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, land revenue charges, N.A. Charges, charges levied for any concessions granted to the Promoter for not claiming any area in FSI calculations, or any other charges etc payable to any sanctioning authority, or other authority or the Government of Maharashtra or the Central Government, then the same shall be reimbursed by the Allottee to the Promoter in proportion to the carpet area wherever applicable to the Premises or otherwise as may be determined by the Promoter. Non-payment of the same shall constitute a breach of this Agreement. Further, the Promoter is entitled to get refund of excess amounts by way of premium, betterment charges, development charges, or any other charges deposited with the municipal authorities for which the Allottee has consented.

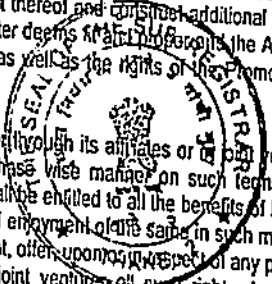
7.12. It shall be the discretion of the Promoter to use, utilize and consume on any other portions of the Larger Property and/or on any of the adjoining properties acquired and/or agreed to be acquired by the Promoter, any portion of the FSI and/or other benefits pertaining to and/or arising out of the Property including any further/additional FSI as may be available under the provisions of the DCR and/or on account of increase in FSI of the locality or otherwise. In the event the Larger Property DP Reservations are removed or their location is changed by the TMC, then the Promoter shall be entitled to develop the area previously demarcated as a DP Reservation and for this purpose will be entitled to amend, alter, modify or vary the scheme of development in respect of the Larger Property and the Allottee shall not object to the same. The Promoter shall also be entitled (but not obliged) to amalgamate the Larger Property with any other plot or plots or apply for sub-dividing the Larger Property, as the case may be. The Allottee hereby agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Promoter for carrying out amendments and/or sub-divisions as aforesaid.

7.13. The Promoter shall always have the right and be entitled to purchase and acquire TDR from the market and consume the same on the Larger Property or any part thereof and construct additional floors, make alterations and deal with the same in the manner the Promoter deems fit. In this regard, the Allottee hereby consents to the rights of the Promoter mentioned above as well as the rights of the Promoter to revise and modify the building plans from time to time.

7.14. The Allottee is aware that the Promoter (either by itself or through its affiliates or its joint venture with any parties) will be developing the Larger Property in a phase wise manner on such terms and conditions as the Promoter may deem fit and that the Promoter shall be entitled to all the benefits of FSI or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter deems fit and the Promoter shall be entitled to grant, offer, upon the receipt of any portion of the Larger Property, to such affiliates, co-developer or the joint ventures all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and/or other services in the Larger Property, right to use and enjoy all the amenities and facilities provided and/or agreed to be provided in the Larger Property for the more beneficial and optimum use and enjoyment of other areas forming part of the Larger Property in such manner as may be desired by the Promoter and the Allottee consent/s to the same.

7.15. The Promoter shall have the exclusive right to control all infrastructure facilities, including public space advertising and all promotional signage and all other forms of signage whatsoever within the Complex, till such time as the TMC exercises management, administration and control over certain infrastructure facilities which have to be handed over to the TMC in accordance with the applicable rules or when the Apex Body takes over the management of the same.

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7.18 The Promoter shall have the exclusive right to promote, manage and undertake all public events held in the common areas of the Larger Property and to apply the net revenues generated therefrom towards costs incurred by the Promoter in undertaking its diverse obligations.

7.19 The Promoter shall be entitled to construct temporary structures, including site offices/sales lounges on the Property for and/or in connection with the development of the Larger Property and shall have the right to access the same at any time without any restriction whatsoever. It is clarified that the Promoter's right to access the site offices and/or other temporary structures shall subsist irrespective of whether the Real Estate Project is transferred to the Society in the manner stated in this Agreement and shall continue until the entire Larger Property is developed.

7.18 The Promoter shall have the right to designate and allocate any space in the Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services (including without limitation, electricity and telecommunication related services) availed by the occupants of the said Building and/or the buildings that may be developed in the Larger Property. The Promoter shall also be entitled to designate/allow/lease any space in the Property to the Maharashtra State Electricity Department or any other service provider for the purpose of installing power sub-stations with a view to service the electricity requirement in the Larger Property. The aforesaid designated spaces may be given to the relevant service provider either on leave and license basis or on leasehold basis and the Allottee shall have no objection regarding the same. It is clarified that the service providers will be entitled to operate from and out of such designated spaces even after the Real Estate Project is transferred to the Society and/or the Larger Property is transferred to the Apex Body in the manner contemplated in this Agreement.

7.19 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate or appoint any person (hereinafter to as "the Project Management Agency") to manage the operation and maintenance of the Complex Amenities, for a period of at least 3 (three) years after the entire Larger Property is developed and if the Apex Body approves, for any subsequent periods. The Promoter shall have the authority and discretion to negotiate with such Project Management Agency and to enter into and execute a formal agreement/s for maintenance and management with it/them.

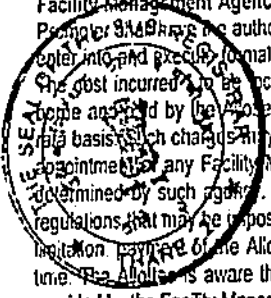
7.20 In such event, the Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the Project Management Agency, including without limitation, payment of the Allottee's share of the service charges that may become payable with respect to the operation and maintenance of the Complex Amenities.

7.21 The Allottee or the Society formed shall contribute proportionately towards the cost of maintenance, repairs, renovation and replacement of the Complex Amenities including without limitation common infrastructure / services / facilities / amenities etc in the Larger Property including common access / road / pathways / driveways, entrance gates and other gates, ramps, podiums, common staircase, streetlights, watchmen's cabins, recreation area and other common open spaces, water mains / water supply, electric cables and poles, storm water drains, drainage / sewerage lines, common pipes, cables, wires etc. and any other common activities.

7.22 The Allottee and/or the Society shall not have any objection to any and all of the aforesaid and the Allottee hereby grants his irrevocable and unequivocal consent to the Promoter to carry out the necessary acts, deeds, matters and things in relation to any of the above.

7.23 The development potential of the Larger Property may increase during the course of development thereof, and the Promoter shall be entitled to all such increments and accretions.

7.24 The Promoter shall be entitled to nominate any one or more persons (hereinafter to as "the Facility Management Agency") to manage the operation and maintenance of the Real Estate Project. The Promoter shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred to be incurred in appointing and operating the Facility Management Agency shall be borne and paid by the Allottee and other owners/holders of premises in the Real Estate Project on a pro rata basis. Such charges may vary and the Allottee agrees that it shall not raise any dispute regarding the appointment of any Facility Management Agency by the Promoter or towards the maintenance charges determined by such agency. The Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Management Agency including without limitation, payment of the Allottee's share of the service charges that may become payable, from time to time. The Allottee is aware that the Promoter is not in the business of providing services proposed to be provided by the Facility Management Agency. The Parties hereto agree that the Promoter is not and shall



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not be responsible or liable in connection with any defect or the performance or otherwise of the services provided by the Facility Management Agency

7.25 The Promoter currently envisages that the Amenities as stated in the Fourth Schedule hereunder written, shall be provided on portions of the Larger Property. Whilst undertaking the development of the Larger Property to its full and maximum potential, there may be certain additions/modifications to the amenities detailed in the Fourth Schedule hereunder written and/or relocations/realignments/re-designations/changes and the Allottee hereby consents and agrees to the same.

7.26 The Promoter shall at all times have the right to:  
 (a) allow, restrict or prohibit access to certain areas within the common areas and facilities of the Property and/or the Larger Property;  
 (b) provide rules from time to time at the Promoter's sole discretion for access and such other rules as are necessary to ensure orderly passage through common areas and facilities of the Property and/or the Larger Property and the Allottee agrees to be bound by such rules.

7.27 The Promoter shall have right for conducting any activities and in furtherance to the same have full and absolute right -  
 (a) at all times by day or by night, to go, pass and repass on, over, through and along the roads and pathways, any entrances, drive ways, parking areas, access ways for ingress and egress or otherwise, which are comprised in the Larger Property; and  
 (b) to access/enjoy common areas and facilities.

7.28 The Promoter may impose reasonable security arrangements and regulations from time to time for the above. The Promoter shall be entitled to announce any activities, install banners and kiosks in such manner on any portion of the Larger Property.

7.29 The Promoter is entitled to put up temporary commercial kiosks and/or temporary structures on the Property. The Promoter alone shall be entitled to create interest in respect of the kiosks till the Property is fully developed in all respects. Upon execution of the conveyance/s as specified in clause 14 herein in favour of the Apex Body that will be formed and registered in respect of the building/s on the Property, the Promoter shall become the licensee in respect of the said kiosks/ temporary structures and shall be entitled to occupy or create any kind of interest in respect thereof, subject to requisite permissions from the concerned authorities. It is clearly understood that the license so created shall be an irrevocable license and the Promoter and/or its assignee shall be entitled to use the same without paying any consideration of whatsoever nature to the Apex Body or the Society as the case maybe.

7.30 The Promoter is entitled to provide / construct one or more recreational spaces/community spaces (which areas/spaces are intended to be used for recreation / entertainment / health activities) in the common areas of the Larger Property for the use and enjoyment of the purchasers / occupiers of premises in the Larger Property as also other third parties, who may not be purchasers of the flats and the premises in the Larger Property. The Promoter shall at its discretion be entitled to conduct, manage and/or regulate by itself any or all recreational spaces/community spaces in the manner it deems fit and proper. The Promoter alone shall be entitled to make bye-laws, rules or regulations for the management of the recreational spaces / community spaces and may prescribe a user fee for the use of any specific amenity, facility and annual development fees etc. In the alternative the Promoter shall be entitled to license the recreational spaces / community spaces to its nominee to operate and maintain the recreational spaces / community spaces. The rent / fees received from such a license shall belong absolutely to the Promoter. The Promoter shall also be entitled to assign and / or grant rights in favour of third parties for managing and operating the recreational spaces / community spaces on the terms and conditions the Promoter /its nominee may deem fit. At the time of conveyance in favour of the Apex Body as specified in Clause 14 herein, the Promoter/its nominee shall become the lessee/licensee in respect of the said recreational spaces / community spaces and shall continue to be entitled to possess, use, occupy, manage and operate the said recreational spaces / community spaces as aforesaid, subject to requisite permissions from the concerned authorities. It is clearly understood that the lease/license so created shall be irrevocable and the Promoter/its nominee shall be entitled to enjoy/possess/occupy/manage/regulate the same on such terms and conditions as it deems fit and without any objection of the Apex Body / any organization formed with respect to buildings on any portion of the Larger Property / purchasers / occupiers of premises in the Larger Property.

7.31 The Allottee is aware that certain activities/recreational facilities may be available for use and enjoyment of the holders of the premises in the said Building along with the holders of the premises in the buildings on the Larger Property and the Promoter has retained its rights to permit the users/occupiers of the premises on other portions of the Larger Property as also other third parties, who may not be purchasers of the flats and the premises in the Larger Property, including in particular, but not limited to the

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7.32 All the consents referred in this clause 7 shall be considered as the Allottee's unconditional and unequivocal consent under section 7(1) (ii) and 7A of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and the Rules thereunder and the consents under the provisions of RERA and the Rules made thereunder.

#### 8. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

The Allottee represent(s) and warrant(s) to the Promoter that:

8.1 He is competent to enter into contract and is not prohibited from entering into this Agreement and/or undertaking the obligations, covenants etc. contained herein.

8.2 He has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be.

8.3 No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee or all or any of his/its assets and/or properties:

8.4 None of its/its assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.

8.5 No notice is or has been received from the Government of India (either Central, State or Local) and/or from any other Government abroad and/or any proceedings initiated against the Allottee for his involvement in any money laundering or any illegal activity and/or is declaring him to be a proclaimed offender;

8.6 No execution or other similar process is issued and/or levied against him/it and/or against any of his/its assets and properties;

8.7 He is not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Property and/or the Larger Property and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments;

8.8 The representations and warranties stated in this Clause are of a continuing nature and the Allottee shall be obliged to maintain and perform such representations and warranties.

#### 9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

9.1 The title of the owners in respect of the Property is clear and marketable as declared in the title certificates annexed to this Agreement and the Promoter has the requisite rights to carry out development upon the Property;

9.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

9.3 There are no encumbrances upon the Real Estate Project except those disclosed in the title certificates annexed to this Agreement;

9.4 There are no litigations pending before any Court of law with respect to the Real Estate Project, except as disclosed in the Title Certificates annexed to this Agreement;

9.5 All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further,

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approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project shall be obtained by following due process of law and the Promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the Real Estate Project.

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9.6. The Promoter has the right to enter into this Agreement and perform any act or thing, whereby the Promoter is restricted to enter into this Agreement.

9.7. 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 Real Estate Project, including the Premises which will, in any manner, affect the rights of the Allottee under this Agreement;

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

9.9. 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 by the Promoter with respect to the Real Estate Project to the competent authorities, till the management of the Real Estate Project is handed-over to the Society;

9.10. 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) has been received or served upon the Promoter in respect of the Property and/or the Real Estate Project.

**10. POSSESSION:**

10.1. The possession of the Premises shall be offered to the Allottee after the Premises are ready for use and occupation provided all the amounts payable by the Allottee under this Agreement including but not limited to the Consideration, Other Charges and all other amounts, taxes, the stamp duty and registration charges in respect of the Premises are duly paid by the Allottee.

10.2. The Promoter shall give possession of the Premises to the Allottee, by the date referred in the Sixth Schedule hereunder written (hereinafter referred to as "the Date of Hand Over"). If the Promoter fails to offer possession of the Premises to the Allottee on the Date of Hand Over (subject to force majeure and/or the other conditions mentioned below) or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case, in the event the Allottee intends to withdraw from the Real Estate Project, the Allottee shall be entitled to give notice to the Promoter terminating this Agreement, in which event the Promoter shall within 30 (thirty) days from the receipt of such notice, refund to the Allottee the amounts (excluding taxes, if any) that may have been received by the Promoter from the Allottee in respect of the Premises along with the interest as per the RERA Rules from the date the Promoter received such amounts till the date the amounts and the interest thereon is repaid. On the Promoter tendering the refund of the above mentioned amount in respect of such termination, neither party shall have any claim against the other in respect of the Premises or arising out of this Agreement and the Promoter shall be at liberty to dispose of the Premises to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit.

Provided that the Promoter shall be entitled to extension in the Date of Hand Over if the same is delayed on account of:

- (a) war, civil commotion or Act of God;
- (b) any notice, order, rule, notification of the Government and/or other public competent authority; and/or
- (c) any other cause beyond the control of the Promoter.



Upon the occurrence of any of the foregoing events, the Date of Hand Over shall stand extended at least to the extent of loss of time.

10.3. The Allottee agrees that the return of the payment mentioned in Clause 10.2 above constitutes the Allottee's sole remedy in such circumstances and the Allottee foregoes any and all his rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

10.4. The Promoter, upon obtaining the occupation certificate from the competent authority and the payment made by the Allottee as per this Agreement shall offer in writing the possession of the Premises, to the Allottee in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the Premises to the Allottee. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the occupation certificate of the Real Estate Project.

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10.5 The Allottee shall take possession of the Premises within 15 (fifteen) days of the written notice from the Promoter to the Allottee intimating that the Premises are ready for use and occupation.

10.6 Upon receiving a written intimation from the Promoter as per clause 10.5, the Allottee shall take possession of the Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as required, and the Promoter shall give possession of the Premises to the Allottee. In case the Allottee fails and/or neglects to take possession within the time provided in clause 10.5 the Allottee shall bear and pay all outgoings and maintenance charges as applicable.

10.7 If within a period of 5 (five) years from the date of handing over the Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Premises or the said Building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its 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 as provided under RERA.

10.8 The Promoter shall however not be responsible or liable to comply with its obligations stated in clause 10.7, if the defects or provision of services referred therein are on account of and/or attributable to the acts or omissions on the part of the Allottee or the Society or any other occupant of the said Building, or due to normal wear and tear. It is clarified that the works relating to maintenance shall be undertaken by the Facility Management Agency (described above) and would not be within the ambit of this clause. It is further clarified that the defect liability shall not cover such damages as are caused due to any Force Majeure event or such items for which the manufacturer itself provides any warranty/guarantee including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project and/or the entire development in respect of the Larger Property.

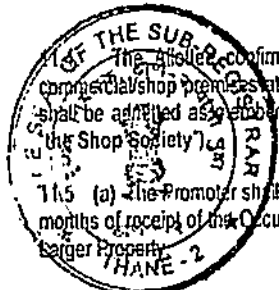
10.9 If the Allottee desires any modifications/s in the specification/s and/or provision of certain amenities not meant to be provided to the Allottee and offers to make payment of the additional charges for such modification and provision to the Promoter in advance and if the Promoter accepts such offer, then the time required for such modification and provision shall be added to the time for delivery of possession of the Premises to the Allottee.

**11. FORMATION OF SOCIETY AND APEX BODY:**

11.1 The Promoter shall form a co-operative society in respect of the said Building under the Maharashtra Co-operative Societies Act, 1960 in accordance with the provisions contained in RERA (hereinafter referred to as "the Society").

11.2 The Allottee and the purchasers of the other premises in the said Building shall join in the formation and registration of the Society and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the purpose of formation and registration of the Society including bye-laws of the Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other competent authority.

11.3 The Society shall function as per the rules and regulations framed by the Promoter. All the development potential of the Property including the existing and future FSI and/or TDR to arise in any manner whatsoever shall always stand vested in the Promoter till the execution of the transfer document of the Property in favour of the Apex Body.



The Allottee confirms that the Allottee is aware that as regards the purchasers of the 18 commercial/shop premises at the ground floor (part) and first floor (part) levels of the said Building, they shall be admitted as members of a separate society formed in respect thereof (hereinafter referred to as the Shop Society).

11.5 (a) The Promoter shall form the Apex Body as per the provisions of RERA and the Rules within three months of receipt of the Occupation Certificate in respect of the last building/ing to be constructed on the larger Property.

(b) The Apex Body shall be constituted and function under the guidelines as may be framed by the Promoter.

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**12. COVENANTS BY THE ALLOTTEE:**

12.1. The Allottee with an intention to bind all persons in whose hands the Premises may come, do hereby covenant with the Promoter as follows:

(a) The Allottee shall use the Premises or any part thereof or permit the same to be used only for residential purposes. The Allottee agrees not to change the use of the Premises without prior consent in writing of the Promoter and any change of user by the Allottee shall render this Agreement voidable at the option of the Promoter and the Allottee in that event shall not be entitled to any right arising out of this Agreement;

(b) to maintain the Premises at the Allottee's own costs in good tenable repairs and condition from the Date of Hand Over and shall not do or suffer to be done anything in or to the said Building, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/falter or make addition in or to the said Building or the Premises or part thereof;

(c) not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the said Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the said Building including the entrance thereof. In case any damage is caused to the Premises or the said Building on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;

(d) to carry at the Allottee's own cost all internal repairs to the Premises and maintain it in the same condition, state and order in which it was delivered by the Promoter to the Allottee and not to do or suffer to be done anything in the Premises or the said Building which is in contravention of the rules, regulations or bye-laws of the concerned local public authority;

(e) not to demolish or caused to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the elevation and outside colour scheme of the said Building and to keep the portion, sewers, drain pipes in the Premises and appurtenances thereto in good tenable repair and condition so as to support, shelter and protect other parts of the said Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC parris or other structural members in the Premises;

(f) not to do or permit to be done any act which may render void or voidable any insurance of the Property or the said Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;

(g) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Property and the said Building;

(h) pay to the Promoter within 7 (seven) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building;

(i) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the TMC and/or Government and/or other public authority on account of change of user of the Premises or otherwise;

(j) to bear and pay such other levies, if any, either in the present or in future which may be imposed with respect to the construction of the Real Estate Project and/or any activity whatsoever relating to the Premises by the TMC and/or State/Central/Government and/or Public Authority from time to time. If the same are not paid as aforesaid, the Allottee shall be liable to pay the same with interest as per the RERA Rules before taking possession of the Premises. In case any such tax becomes payable subsequent to the Date of Hand Over, the Allottee shall be liable to make payment of other taxes as and when demanded by the Promoter and there shall be a charge on the Premises for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter);

(k) not to let, sub-let, transfer, assign or part with the Allottee's interest or benefit factor of this Agreement or part with the possession of the Premises until all the amounts payable by the Allottee to the Promoter under this Agreement / in pursuance of this transaction are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement / sale of the Premises and until the Allottee has notified the Promoter and obtained its prior consent in writing in that behalf;

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management of the said Building is handed over to the Society, to allow the Promoter, its agents and agents at all reasonable times to enter into or upon the Premises to view and examine the state and condition thereof.

- (n) not to change exterior elevation or the outlay of the said Building;
- (o) not to fix any grill to the said Building or windows except in accordance with the design approved by the Promoter;
- (p) not to enclose the passages, if any;
- (q) not to affix air conditioner/s at any other place other than at the location earmarked for fixing such units so as not to affect the structure, facade and/or elevation of the said Building or any part thereof in any manner whatsoever;
- (r) not to shift or alter the position of either the kitchen or the toilets in the Premises, which would affect the drainage system of the Premises / the said Building / or any part thereof in any manner whatsoever;
- (s) not to do or suffer to be done anything on the Property or the said Building which would be forbidden or prohibited by the rules of the concerned Government authorities. In the event, the Allottee commits any acts or omissions in contravention to the above, the Allottee alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf.

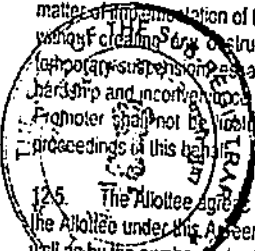
These covenants shall be binding and operative even after the formation of the Society.

12.2. The Allottee confirms that the Promoter has given full free and complete inspection of documents of title in respect of the Property and the Allottee confirms that he has entered into this Agreement after inspecting all relevant documents and the Allottee has inspected the Title Certificates annexed hereto as Annexure "5" (colly) and the Allottee undertakes not to raise any objection and/or requisition on the title to the Property. The Allottee hereby agrees, confirms and declares that he has read and understood the Agreement and all the documents related to the Property and the Larger Property and the Premises and has expressly understood the contents, terms and conditions of the aforesaid documents, and all the disclosures made by the Promoter as aforesaid, after having independently taken all such legal and other advice as the Allottee has deemed appropriate and after being fully satisfied of the terms and implications thereof, the Allottee has entered into this Agreement.

12.3. In case any tax, levy or imposition becomes payable subsequent to the Date of Hand Over, the Allottee shall be liable to make payment of the same as and when demanded by the Promoter and there shall be a charge on the Premises and lien automatically in favour of Promoter for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter).

12.4. The Allottee has been informed that the Promoter shall in accordance with the scheme for development as may be modified from time to time develop the Property and the Larger Property in phases including constructing and setting up of the Complex Amenities. Notwithstanding the conveyance in favour of the Society in accordance with clause 14 below, the Promoter shall continue the development of the Larger Property and/or the Property and to construct buildings thereon and the infrastructure and common amenities and facilities in accordance with the approvals obtained and to be obtained from the concerned authorities. The Allottee, the Society and other organizations shall fully co-operate with the Promoter in the matter of implementation of the scheme for development of the Larger Property and the Complex Amenities without any hindrance, obstruction or interference. If during the course of the development there is any hardship and inconvenience resulting there from to the Allottee and the Society and other organizations, the Promoter shall not be liable for any loss or damage and shall not be subjected to any civil or criminal proceedings in this behalf.

12.5. The Allottee agrees and understands that certain facilities and amenities which may be provided to the Allottee under this Agreement may in future be shared and availed by others in the Larger Property, as well as by the purchasers/residents/occupants of premises in the buildings located on the First Property and the Second Property, as mentioned above).



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i. For the proper and convenient management administration of the Complex, mutually beneficial restrictions may be imposed on all the properties forming part of the Complex.

ii. The Promoter shall exercise authority and control over the Complex Amenities, including the Property till such time as the authority and control of the Larger Property is transferred to an Apex Body. As and when the Larger Property is transferred to the Apex Body, the Promoter shall cease to be responsible for any management, administration maintenance or control of the same and be released from all claims, losses, costs, damages or liability whatsoever howsoever and to whomsoever incurred or sustained arising from or in relation to the Promoter's management, administration, maintenance or control of the Complex.

iii. The construction and development of the landscaping in the Complex may impede clear access by the Allottee to the Property and the Allottee shall have no claim against the Promoter for such inconvenience.

12.6. The Allottee will not claim/demand subdivision of the Property from the Larger Property. It is further agreed that in view of the fact that some of the approvals obtained and to be obtained will be in respect of the development on the Larger Property, the Allottee and the Society when formed will not commit any breach or default which will result in the validity of the approvals obtained and to be obtained being vitiated or the approvals being revoked.

12.7. The Allottee confirms and consents that the amenities mentioned in the Fourth Schedule hereunder written shall be available collectively for the benefit of all the purchasers/residents/occupants of premises in the said Building notwithstanding the location thereof. The society/s formed with respect to each building shall provide access and assistance as may be required by the society/s of the other buildings. The Allottee agrees to pay his share of outgoings and maintenance for all such amenities notwithstanding the location of the same as may be determined by the Promoter / collectively by the societies of each building and the Promoter / such society shall devise the manner of collection of outgoings and the maintenance charges for such amenities.

12.8. The Allottee shall be bound by all the undertakings given by the Promoter to various authorities and all the terms, conditions and restrictions contained in the various no objections and permissions (including the IOD, CC and NOC for firefighting) including but not limited to any other permissions granted by various authorities with respect to the said Building and the Allottee agrees and confirms to have read, agreed and understood all such undertakings and irrevocably agrees to abide by the same as if the same is being given by the Allottee himself to the said authorities. The Allottee hereby agrees to execute undertaking in favour of the TMC in respect of the open space deficiency as may be required by the Promoter / concerned authority.

12.9. The Allottee agrees that in case the Allottee is an NRI or non-resident/foreign national of Indian origin/foreign national/foreign company or non-resident, then in that event, the Allottee shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, Reserve Bank of India Act and rules/guidelines made/issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India. In case any such permission is refused or subsequently found lacking by any statutory authority, the same shall constitute breach of the terms hereof. In case there is a shortfall in the amount received from the Allottee while remitting any amounts online on account of currency difference or fluctuation, the Allottee shall make good the shortfall payment by the due date as any delay beyond the due date shall accrue interest and other consequences as specified herein.

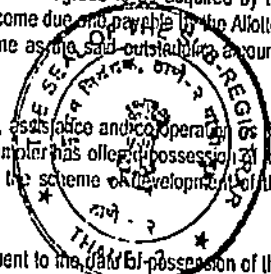
12.10. The Promoter shall have a first lien and charge on the Premises agreed to be acquired by the Allottee in respect of all amount/s (including interest thereon) which become due and payable by the Allottee to the Promoter (under the provisions of this Agreement) till such time as the said outstanding amount/s (including interest thereon) are paid to the Promoter.

12.11. The Allottee agrees to grant to the Promoter, all the facilities, assets, place and co-operation etc. the Promoter may reasonably require from time to time even after the Promoter has offered possession of the Premises to the Allottee, so as to enable the Promoter to complete the scheme of development of the Larger Property.

12.12. In case any tax, levy or imposition becomes payable subsequent to the date of possession of the Premises, the Allottee shall be liable to make payment of the same as and when demanded by the Promoter.

12.13. The Allottee has satisfied himself with respect to the approvals and permissions issued in respect of the development of the Real Estate Project.

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The Allottee has satisfied himself with respect to the drawings, plans and specifications in respect of the Real Estate Project, the layout thereof. The layout of the Larger Property including IOD, CC, layout plans, building plans, floor plans, designs and specifications, and the Complex Amenities.

The Allottee shall not, nor shall the Allottee be entitled to, interfere with regard to the maintenance of any reservations or any other area composed in the Larger Property, and the Promoter alone shall have full say and control and unfettered right with regard to the same without any let or hindrance or other interference by the Allottee and/or the Society and/or the Apex Body.

**13. OUTGOINGS:**

13.1 Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee that the Premises is ready for use and occupation, irrespective of whether possession is taken or not the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of the outgoings in respect of the Property and the said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government, sub-station and cable cost, water charges, electricity charges, common lights, insurance, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Property and the said Building, including for the maintenance of the 9 metre wide access road passing through Survey Nos. 148/1A, 148/1C, 148/1B, 153/33A, 153/33C of the Property. Until the Society is formed and the said Building is conveyed to the Society in manner contemplated herein, and the Larger Property is conveyed in favour of the Apex Body, the Allottee shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter. The Allottee agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution of Rs. 2,750/- per month towards the outgoings regularly on the 10<sup>th</sup> of every month in advance and shall not withhold the same for any reason. The amounts so paid shall not carry any interest and remain with the Promoter until the conveyance of the said Building is executed in favour of the Society in manner contemplated herein, and the Larger Property is conveyed in favour of the Apex Body

13.2 On such conveyance, the aforesaid deposits (less deductions) shall be paid over by the Promoter to the Society or the Apex Body, as the case may be.

13.3 The Allottee shall on demand/or before taking possession of the Premises pay to the Promoter the Other Charges mentioned in the Ninth Schedule hereunder written.

13.4 The Other Charges to be collected by the Promoter under Clause 13.3 above shall be further increased by applicable rate of GST, as per the applicable laws or statute for the time being in force and shall be payable as and when called for by the Promoter but in any case before asking for possession of the Premises.

13.5 The Promoter shall render accounts in respect of the amounts mentioned in the Ninth Schedule hereunder written and the unspent balance, if any, of the amounts mentioned therein shall be transferred to the Society's account, without any interest on the amounts received from the Allottee, at the time of handing over the management and charge of the said Building to the Society.

13.6 It is clarified that the Other Charges mentioned in the Ninth Schedule hereunder written is only indicative and not exhaustive and the Allottee agrees to pay to the Promoter, such Other Charges under such other heads as the Promoter may indicate. It is further clarified that the amount of charges mentioned in the Ninth Schedule is only indicative and the Allottee agrees to pay to the Promoter, such additional/increased charges as the Promoter may indicate

13.7 It is hereby clarified that the amounts mentioned in the Ninth Schedule do not include the dues for electricity, gas and other bills for the Premises and the Allottee shall be liable to pay for the electricity, gas and other bills of the individual meters separately.

13.8 It will be the responsibility of the Allottee to make payment of all utility charges from the date possession of the Premises is offered to the Allottee.

13.9 It is clearly understood and agreed that it shall not be the obligation of the Promoter to make payment of the taxes and other outgoings payable to the concerned authorities unless and until the Promoter has received the same from the purchasers of various flats and other premises in the said Building. The Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Building and/or the Property (or portions thereof) by the concerned authorities due to non-payment of taxes, electricity bills and/or other dues etc. to

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the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc. by the Allottee or other purchasers/holders of the premises herein and/or their failing to comply with their obligations under this Agreement.

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**14. FINAL TRANSFER DOCUMENT:**

14.1. The Promoter shall, within 3 (three) months of obtaining the full occupation certificate in respect of the Real Estate Project and the Bungalow (as defined below) respectively, transfer to the Society the structure of the said Building and the Bungalow (as defined below) by causing to be executed the necessary deed(s) of conveyance in favour of the Society (hereinafter referred to as the "Society Transfer Document") and the Society Transfer Document shall be in keeping with the terms and provisions of this Agreement.

14.2. The Society Transfer Document to be executed in favour of the Society shall *inter alia* contain the following:

(i) The right of the Promoter to sell or otherwise to transfer the additional construction by use of any future FSI or TDR and to appropriate for the Promoter the entire sale proceeds thereof and the obligation of the Society to admit such purchaser of the premises comprised in the new construction as its member without charging any additional amount;

(ii) The obligation of the Society to pay the share of taxes, assessment, dues, cesses and outgoings, in respect of the said Building and/or the Property and/or any portion thereof;

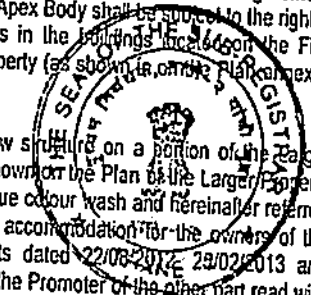
(iii) The obligation of the Society to bear and pay any contribution of costs, charges and expenses as may be levied by the Promoter or the Apex Body;

(iv) Declaration and undertaking by the Society that the Society shall not be entitled to the existing and future FSI (whether by change of law or otherwise) and/or TDR to arise in any manner whatsoever and the same shall always stand vested in the Promoter and the Promoter shall always be entitled to utilize and exploit the same on the Property and/or the Larger Property or any part thereof and/or upon the buildings constructed thereupon in such manner as it deems fit and the Society shall not have any objection in this regard;

(v) The confirmation of all the rights and entitlements of the Promoter under this Agreement; the confirmation and acceptance of all the obligations of the Allottee under this Agreement.

14.3. The Promoter shall, within 3 (three) months of construction of the last of the buildings to be constructed on the Larger Property and receipt of the full occupation certificate in respect thereof, convey and transfer to the Apex Body the Larger Property together with the lower still, silt and/or podium of each of the buildings constructed on the Larger Property, but excluding the portions of the Larger Property and/or the structures standing thereon as are required to be handed-over and conveyed to the concerned authorities pursuant to the Larger Property DP Reservations (hereinafter referred to as the "Apex Body Transfer Document") by causing to be executed the necessary deed in favour of the Apex Body and the Apex Body Transfer Document shall be in keeping with the terms and provisions of this Agreement. However, such conveyance of the Larger Property in favour of the Apex Body shall be subject to the right of way in favour of the purchasers/occupants/residents of premises in the buildings located on the First Property and the Second Property over portions of the Larger Property (as shown in the Plan annexed hereto and marked Annexure "1").

14.4. The Promoter shall be constructing a detached bungalow structure on a portion of the Larger Property admeasuring 105.16 square metres or thereabout (and shown on the Plan of the Larger Property annexed hereto and marked Annexure "1" and thereon shown in blue colour wash and hereinafter referred to as "the Bungalow") as and by way of a permanent alternate accommodation for the owners of the Development Property pursuant to the Development Agreements dated 22/08/2012, 29/02/2013 and 25/02/2013 executed between the said owners of the one part and the Promoter of the other part read with the Supplementary Agreement dated 28<sup>th</sup> August 2014 executed by and between the said owners of the one part and the Promoter of the other part and registered in the Office of the Joint Sub-Registrar of Assurances at Thane-2 under Serial No. TNN-2/7149 of 2014, the Supplementary Agreement dated 28<sup>th</sup> August 2014 executed by and between the said owners of the one part and the Promoter of the other part and registered in the Office of the Joint Sub-Registrar of Assurances at Thane-2 under Serial No. TNN-2/7150 of 2014 and the Supplementary Agreement dated 29<sup>th</sup> January 2016 executed by and between the said owners of the one part and the Promoter of the other part and registered in the Office of the Joint Sub-Registrar of Assurances at Thane-2 under Serial No. TNN-2/1451 of 2016. The Promoter has specifically informed the Allottee and the Allottee agrees and confirms that the Bungalow shall form part of the Society and shall be conveyed in favour of the Society.



Promoter <b>RMC</b>	Allottee. 1 <i>[Signature]</i>	Allottee. 2 <i>[Signature]</i>
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The Apex Body Transfer Document shall *inter alia* contain (1) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter for safeguarding its overall interest in the Larger Property (including the Property and the said Building, and (2) a covenant by the Apex Body to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein

14.6. The Advocates for the Promoter shall prepare and/or approve the Apex Body Transfer Document to be executed in favour of the Apex Body as also the Society Transfer Document in favour of the Society. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the Society Transfer Document and the Apex Body Transfer Document shall be borne and paid by all the purchasers of the various premises in the said Building and/or the Society, or by the Apex Body, as the case may be.

14.7. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Premises or of the Property or any part thereof or of the said Building or any part thereof.

14.8. The Allottee is aware that if any part of the Property or the Larger Property is allotted by the Government or any other statutory authority then the transfer of such land in favour of the Apex Body shall be subject to the terms and conditions of such allotment/ grant by the Government or such other statutory authority and shall also be subject to any terms and conditions which may be imposed at the time of transfer. Any premium or such other amount by whatever name called payable for the transfer of such land shall be borne by the Apex Body.

14.9. It shall be an obligation of the Society to become a member of the Apex Body along with other organizations of the buildings on the Larger Property for the purpose of repair and maintenance of the Complex Amenities.

14.10. All amounts as are due and/or payable/refundable to the Promoter, shall be paid/refunded by the Society and/or the Apex Body, as the case may be, to the Promoter prior to or simultaneously against the execution of the Society Transfer Document and/or the Apex Body Transfer Document.

#### 15. LOAN AND MORTGAGE

15.1. The Allottee grants his irrevocable consent to the Promoter for mortgaging the Property and the Building (except the Premises) to enable the Promoter to augment the funds for the development of the Real Estate Project. The Promoter shall clear such mortgage debt before the execution of the Society Transfer Document and/or the Apex Body Transfer Document in the manner provided in this Agreement.

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

15.3. The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall permit and issue no objection letter to the Allottee to enable him at his sole risk, costs and expenses to obtain loans from the banks and/or the financial institutions by mortgaging the Premises. The Promoter shall however be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has defaulted in making payment of the Consideration and/or other amounts payable by the Allottee under this Agreement.

15.4. All costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoter shall have first lien/charge until all the amounts including the total Consideration, taxes and other charges and amounts payable in respect of the Premises have not been paid.

15.5. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Consideration and other amounts payable by the Allottee under this Agreement.

Promoter RML	Allottee, 1 <i>[Signature]</i>	Allottee, 2 <i>[Signature]</i>
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15.6 The Allottee hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the bank/financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee of the terms and conditions governing the said loan.

Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the bank/financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee of the terms and conditions governing the said loan.  
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**16. FURTHER ASSURANCES**

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

**17. STAMP DUTY AND REGISTRATION:**

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Allottee. The Allottee shall at his cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice in this regard the Promoter shall attend such office and admit the execution thereof. Any difference/recovery in the stamp duty paid by the Allottee to the Collector of Stamps will be borne and paid by the Allottee and the Allottee shall have no claim against the Promoter.

**18. INDEMNIFICATION BY THE ALLOTTEE:**

The Allottee shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Allottee in the performance of any and/or all of his obligations under this agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/or occupation of the Premises and directly or indirectly as a result of the negligence, act and/or omission of the Allottee or his agents, servants, tenants, guests, invitees and/or any person or entity under his control; and (d) Allottee's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

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

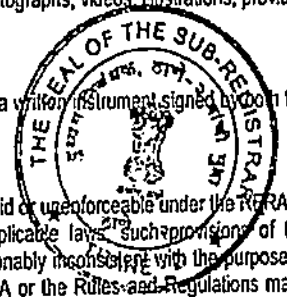
Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other purchasers in the project, the same shall be in proportion to the carpet area of the Premises to the total carpet area of all the Premises in the project.

**20. ENTIRE AGREEMENT:**

This Agreement along with its schedules and annexures constitute the entire agreement between the Parties hereto 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 Premises. The Allottee confirms that there are no representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Allottee or made available for the Allottee's viewing.

**21. RIGHT TO AMEND:**

This Agreement will not be amended, altered or modified except by a written instrument signed by both the Parties.



**22. SEVERABILITY:**

If any of the provision of this Agreement shall be determined to be void or unenforceable under the RERA 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 RERA 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.

**23. NOTICES:**

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/or notified Email ID at their respective addresses specified below:

Promoter RMC	Allottee. 1 <i>[Signature]</i>	Allottee. 2 <i>[Signature]</i>
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Name of Allottees:	
दस्त क्रमांक ११३४	1) MR. KARAN SHAIKESH MAKADIA 2) MR. SHAIKESH R. MAKADIA
२८ /	Allottee's Address: both residing at Room No. B-18, Narayan Smruti CHS., 4 <sup>th</sup> Floor, Manpada Road, Near Green Park Complex, Gandhi Nagar, Dombivli East - 421 204.
Notified Email ID: makadia.makadia@gmail.com	

Pan no. BNZPM9368N  
Pan no. AXRPM2144F

Name of Promoter:  
Ms. Anantnath Developers

Pan no. AATFA9652M

Address: Shop Nos. 18, 19, 20, Ground Floor, Lotus "C" Building, AND Forever City Complex, Near Agasan Railway Phatak, Diva (E), Tal. and Dist. Thane - 400 612.  
Notified Email ID: [accounts@anddevelopers.in](mailto:accounts@anddevelopers.in)

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.

**24. JOINT ALLOTTEES:**

If there is more than one Allottee named in this Agreement, all obligations hereunder of such Allottee shall be joint and several and all communications shall be sent by the Promoter to the Allottee whose name appear first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

**25. NO WAIVER:**

No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

**26. DISPUTE RESOLUTION:**

Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Authority appointed under the provisions of the RERA and the Rules and Regulations, thereunder.

**27. GOVERNING LAW**

27.1 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 shall have jurisdiction for this Agreement.

27.2 The Permanent Account Number of the Parties is more particularly mentioned in the Sixth Schedule hereunder written.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first hereinabove written.

**THE FIRST SCHEDULE REFERRED TO ABOVE**  
(Description of the Larger Property)

All that piece and parcel of land bearing Survey No. 138 Hissa No. 2, Survey No. 138 Hissa No. 8A, Survey No. 147 Hissa No. 3, Survey No. 147 Hissa No. 5, Survey No. 148 Hissa No. 1A, Survey No. 148 Hissa No. 1B, Survey No. 148 Hissa No. 1C, Survey No. 149 Hissa No. 1C, Survey No. 149 Hissa No. 1 D (part), Survey No. 153 Hissa No. 33A, Survey No. 153 Hissa No. 33C, Survey No. 159 and Survey No. 160, collectively admeasuring 23,400 square metres or thereabouts situated at Village Agasan, Taluka and District Thane

Promoter <i>Rini</i>	Allottee. 1 <i>Shankar</i>	Allottee. 2 <i>Balkadla</i>
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**SECOND SCHEDULE REFERRED TO ABOVE**

(Description of the said Building)

Rose Building consists of lower silt, ground level podium, ground floor (part) (including 9 shops/commercial premises at the front-end of the ground floor level), silt (part) (at the rear-end of the ground floor level), first floor (part) (including 9 shops/commercial premises at the front-end of the first floor level), first floor (part) (including residential premises at the rear-end of the first floor level) and 2<sup>nd</sup> to 19<sup>th</sup> floors (with tilt) standing on the land more particularly described in Third schedule hereunder written

**THIRD SCHEDULE REFERRED TO ABOVE**

(Description of the said Property)

Rose Building having plinth Area of 785 Square metres standing on the pieces and parcels of land bearing Survey No. 147 Hissa No. 3, Survey No. 148 Hissa No.1A, Survey No.148 Hissa No. 1B, Survey No. 148 Hissa No. 1C, Survey No. 159, Survey No. 160 out of larger property more particularly described in First Schedule hereinabove written.

**FOURTH SCHEDULE REFERRED TO ABOVE**

(Description of the Amenities)

Complex Amenities includes Swimming Pool and Clubhouse

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२९ / ९६

**FIFTH SCHEDULE REFERRED TO ABOVE**

(Description of the Premises)

The residential premises being Flat No. 1001 admeasuring 45.99 square metres (equivalent to 495.036 square feet) of carpet area on the 10<sup>th</sup> floor of the building known as "Rose" together with the exclusive right to use 1) the Balcony appurtenant to the said premises admeasuring 4.97 square metres and 2) Cupboard Area in the said premises admeasuring 2.41 Sq. Mtrs. in the Project "AND Rose", Complex "AND Forever City", lying and being on the portion of land more particularly described in the Third Schedule out of the larger property more particularly described in First Schedule hereinabove.

**SIXTH SCHEDULE REFERRED TO ABOVE**

(Particulars of Consideration, PAN details of the Parties and Date of Hand Over)

- a) Earnest Money Received - Rs. 3,25,000/- (Rupees Three Lakh Twenty Five Thousand Only)  
b) Total Consideration - Rs. 46,86,000/- (Rupees Forty Six Lakh Eighty Six Thousand Only)  
c) Balance Consideration pending - Rs. 43,61,000/- (Rupees Forty Three Lakh Sixty One Thousand Only)  
d) Pan Nos. -

1) Promoter:

M/S. ANANTNATH DEVELOPERS

Pan no. AATFA9652M

2) Allottees:

i) MR. KARAN SHAILESH MAKADIA

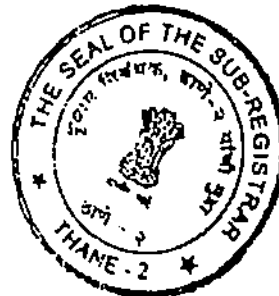
Pan no. BNZPM9368N

ii) MR. SHAILESH R. MAKADIA

Pan no. AXRPM2144F

e) Possession / Handover Date - 30<sup>th</sup> June, 2023

Promoter RML	Allottee. 1 <i>Sharma</i>	Allottee. 2 <i>Sharma</i>
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**SEVENTH SCHEDULE REFERRED TO ABOVE**  
(Payment Schedule)

	Description	%	Amount (Rs.)
	Earnest Money (Booking amount)		51,000/-
	Within 7 days from the date of booking	5%	1,83,300/-
3	On Completion of Plinth	25%	11,71,500/-
4	On Completion of podium slab	10%	4,66,600/-
5	On completion of 2 <sup>nd</sup> slab	3%	1,40,580/-
6	On completion of 4 <sup>th</sup> slab	3%	1,40,580/-
7	On completion of 6 <sup>th</sup> slab	3%	1,40,580/-
8	On completion of 8 <sup>th</sup> slab	3%	1,40,580/-
9	On completion of 10 <sup>th</sup> slab	3%	1,40,580/-
10	On completion of 12 <sup>th</sup> slab	3%	1,40,580/-
11	On completion of 14 <sup>th</sup> slab	3%	1,40,580/-
12	On completion of 16 <sup>th</sup> slab	3%	1,40,580/-
13	On completion of 18 <sup>th</sup> slab	3%	1,40,580/-
14	On completion of 20 <sup>th</sup> slab	3%	1,40,580/-
15	On completion of walls, internal plaster, flooring of said premises	3%	1,40,580/-
16	On completion of doors & windows of said premises	2%	93,720/-
17	On completion of Fixing of sanitary fittings of said premises	5%	2,34,300/-
18	On completion of external plumbing & waterproofing of said premises	5%	2,34,300/-
19	On completion of Lifts	5%	2,34,300/-
20	On completion of Fixing of Electrical fittings of said premises	5%	2,34,300/-
21	Before Possession	5%	2,34,300/-
	<b>Total</b>	<b>100%</b>	<b>46,86,000/-</b>

Promoter RMC	Allottee. 1 <i>[Signature]</i>	Allottee. 2 <i>[Signature]</i>
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**EIGHTH SCHEDULE REFERRED TO ABOVE**  
(Description of common areas and facilities)

- (1) Lobby
- (2) Passage
- (3) Staircase
- (4) Access Road
- (5) Internal Walkways
- (6) Lift from branded manufacturer
- (7) Common Terrace of Society

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दस्त क्रमांक ११५४० / २०१९
३१ / ९६

**NINTH SCHEDULE REFERRED TO ABOVE**  
(Particulars of Other Charges)

Amount (Rs.)	Towards
33,000/-	Maintenance Charges (Provisional)
3,57,000/-	Development Charges
3,90,000/-	Total

Promoter RNL	Allottee. 1 <i>[Signature]</i>	Allottee. 2 <i>[Signature]</i>
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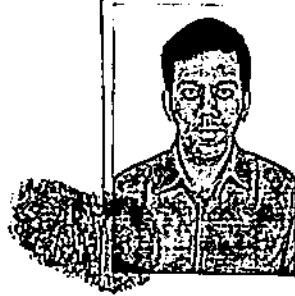


SIGNED AND DELIVERED by  
 the withinnamed "PROMOTER"  
 M/S. ANANTNATH DEVELOPERS  
 A Partnership Firm through its Partner  
 MR. RUSHABH MUKESH CHHEOA  
 Pan No. AATFA9652M  
 in the presence of \_\_\_\_\_  
 Witness:

1. Mr. Shrikant Dilip Pawar  
 Address: Rushikesh Apartment,  
 Mhatre Nagar, Manpada,  
 Lalm Kata, Kalyan Shil Road,  
 Dombivli (East) - 421 204



SIGNED AND DELIVERED by  
 the withinnamed "ALLOTTEES"  
 1) MR. KARAN SHAILESH MAKADIA  
 Pan no. BNZPM9368N



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2) MR. SHAILESH R. MAKADIA  
 Pan no. AXRPM2144F



Witness

2. Mrs. Medha Argade  
 Address: B/22, Prachi Society,  
 Jeshiwadi, Gupte Road,  
 Dombivli (East)

Signature *M Argade*





**RECEIPT**

RECEIVED from 1) MR. KARAN SHAILESH MAKADIA and 2) MR. SHAILESH R. MAKADIA, a sum of Rs. 3,25,000/- (Rupees Three Lakh Twenty Five Thousand Only) being part consideration out of Total Sale Consideration of Rs. 46,86,000/- (Rupees Forty Six Lakh Eighty Six Thousand only) in respect of the sale of said premises i.e. Flat No. 1001, admeasuring 45.99 Square Metres (equivalent to 495.036 square feet) of carpet area, on the Tenth floor, in the building "Rose", in Project "AND Rose", Complex "AND Forever City", at Village - Agasan, Taluka and District Thane as follows:

Date	Bank Name & Branch Name	Cheque / Ref. No.	Amount (Rs.)
09-04-2019	DNS Bank, Dombivli East	281318	51,000.00
27-04-2019	Kotak Mahindra Bank, Mumbai	000005	1,00,000.00
27-04-2019	Kotak Mahindra Bank, Mumbai	000011	83,300.00
24-07-2019	Kotak Mahindra Bank, Mumbai	000012	45,000.00
24-07-2019	Kotak Mahindra Bank, Mumbai	000007	45,700.00
		Total Rs.	3,25,000.00

MM

I Say Received

For Ms. Anantnath Developers

MR. RUSHABH MUKESH CHHEDA  
Partner

Witnesses:

Name

- 1)
- 2)

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List of Annexures:

Annexure "1": Plan of the Larger Property

Annexure "2": Authenticated copy of the RERA Registration Certificate

Annexure "3": Building plans of 'Rose'

Annexure "4" (collectively) - Copies of Order dated 23<sup>rd</sup> November, 2015 and issued by Office of the Additional Collector (Revenue Department), Thane read with the Order dated 29<sup>th</sup> December, 2016 and issued by the Tahsildar, Thane

Annexure "5" (collectively) - Authenticated copies of the Title Certificates in respect of the Larger Property

Annexure "6": Authenticated copies of the 7/12 extracts in respect of the Larger Property

Annexure "7": Authenticated copy of Commencement Certificate

Annexure "8": Floor plan of the Premises

Annexure "9": Layout Plan of the Larger Property as approved by the Thane Municipal Corporation

Annexure "10": List of fixtures, fittings and amenities to be provided by the Promoter in the Premises

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