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B/O Pawai → 7506936355
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Deed of Conveyance

Kavasan S.No. 54/8, 55/2, 54/9, 60/4, 78/6, 123/11

Thane...

- 1) ...
- 2) ...

AXIS BANK LTD
HIRAMANDANI Estate, Thane West, 400607
IFS CODE - UTBI0000571

VALID FOR THREE MONTHS FROM THE DATE OF ISSUE
PAYMENT ORDER NOT TRANSFERABLE

DATE
दिनांक

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HIRAMANDANI ESTATE, THANE (MH) 571

OR ORDER / या इनके आवेदा पर

SUB REGISTRAR THANE

RUPEES
रुपये

thirty thousand only

अथवा करें ₹ 1000000000030,000.00

PO Sr. No. 10134

A/C. PAYEE'S ONLY

571012100201
HIRAMANDANI ESTATE, THANE (MH)

[Signature]
AUTHORISED SIGNATORY
आदेशित हस्ताक्षरकर्ता

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AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made at Mumbai/Thane this ____ day of _____ in the Christian Year Two Thousand _____ BY AND BETWEEN ROMA BUILDERS PVT. LTD., CIN: U70100MH1991PTC063439, a Company incorporated under the provisions of the Companies Act, 1956, and having its Registered office at - 514, Dalamal Towers, Nariman Point, Mumbai-400 021, 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 its successor/s and permitted assigns) of the ONE PART;

AND

MR./MRS./MESSRS. _____

_____ having

PAN: _____, hereinafter referred to as the "ALLOTTEE/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors and administrators and permitted assigns, in case of firm, its partners from time to time and his/her/their respective heirs, executors and administrators of such survivor and in case of Company/LLP, its successors in interest and permitted assigns) of the OTHER PART;

WHEREAS vide Notification No. TPS-1204/Thane/DP DCR/UD-12 dated 25th May 2006 issued u/s 37(2) of Maharashtra Regional and Town Planning Act, 1966 the Government of Maharashtra, Urban Development Department, Mantralaya, Mumbai 400 032 have implemented and sanctioned Regulations more particularly mentioned therein (hereinafter referred to as the said Regulations) for Development of Special Township in the area under the Thane Municipal Corporation (hereinafter referred to as the said Corporation);

AND WHEREAS the **Promoter** herein being the Developer thereof have acquired various pieces and parcels of Agricultural land together with having the development rights/sale deeds, POA thereto situate, lying and being at Village : Kavesar and Kolshet, Taluka and District – Thane from different land owners on payment of monetary consideration by way of executing various Sale Deed/Agreements of Sale/ Development Agreements and Power of Attorneys and such other documents in their favor by the respective land owners/occupiers etc. together with handing over the possession of the same for use of non-agricultural purposes to construct the buildings thereon for residential and/or other purposes usage;

AND WHEREAS considering the rules laid down in the said Regulations, the **Promoter** as the Developer thereof, have submitted an application to the Government of State of Maharashtra to sanction them locational clearance under the proposed Special Township Project for the lands which they have acquired as aforesaid, also the **Promoter** have made request to the Government to allow and grant them the lands own and belong to the Government which come within the area of the Special Township Project;

AND WHEREAS the Government vide its Notification No. TPS-1206/2682/CR-97/ 07/UD-12 dated 04th March 2009 and notification no.1220/959/CR-113/20/UD-12 dated 09.01.2023 sanctioned locational clearance notified the Special Township Project submitted by the **Promoter** in respect of the Land more particularly described in schedule 'A' annexed to the said locational clearance, which treated as Private Lands and same is more particularly described firstly **and secondly** of the Part – I of the **First Schedule** respectively hereunder written and the Lands belong to Government described in schedule 'B' annexed thereto and same is more particularly described **Thirdly** of the Part – I of the

First Schedule hereunder written (hereinafter the lands described Firstly, Secondly and Thirdly referred to as the Larger Land 'A') subject to the conditions more particularly mentioned therein;

AND WHEREAS further, the Government vide its Notification No. TPS – 1206/2682/CR - 97/07/UD – 12 dated 07th August 2009 additionally sanctioned locational clearance notified the Special Township Project subject to the condition more particularly mentioned therein, to the **Promoter** in respect of the Government land more particularly described in the schedule annexed thereto and same is described in the Part – II of the **First Schedule** hereunder written (hereinafter referred to as the Larger Land 'B') both the copies of the said locational clearances are collectively annexed herewith marked with **Annexure 'A'**;

AND WHEREAS the office of the Conservator of Forests Thane Forest Division, Thane vide its letters bearing No. D-I/20/Land/7348 of 2008-09 dated 21.02.2009 and D-1/20/Land/6666 of 2010-11 dated 29.10.2010 and D-1/20/Land/8251/2012-13 dated 07.11.2012 addressed to the **Promoter** regarding issuances of No Objection Certificates for doing Special Township Project informed that the Survey/Hissa Nos. of Village- Kolshet and Kavesar mentioned therein in respect of the land described Firstly of the Part – I and Secondly of the Part – I with Part – II respectively, of the **First Schedule** hereunder written do not attract the provisions of Section 35 of Indian Forest Act, 1927;

AND WHEREAS the Collector, Thane vide his order bearing No. Rev./Sec-1/T-1/LBP/SR-12/2010 dated 06.09.2010 allowed to the **Promoter** to hold the land of Village – Kolshet, Taluka – Thane, described in the Schedule 'A' attached therewith by excluding Survey/Hissa Nos. 218/4, 218/6, 218/8, 215/3, 183/4, 215/4pt., 182/1 and 188/5 aggregating 8537.57 sq. mtrs. there from and the same land more particularly described out of the lands mentioned Secondly of Part – I and Part – II of the **First Schedule** hereunder written, by granting the Occupancy Rights of the Govt. Land as per the provisions u/s 41 of Land Revenue (Disposal of Govt. Lands) Rules Maharashtra, 1971 on making payment mentioned therein and on terms and conditions more particularly set-out therein, accordingly the **Promoter** have paid the amount mentioned in the said order vide demand draft to the Tahasildar, Thane;

AND WHEREAS the Collector, Thane vide his order bearing No. Rev./Sec-1/T-1/ LBP/SR-13/2010 dated 06.09.2010 allowed to the **Promoter** to hold the land of Village – Kavesar, Taluka – Thane, which more particularly described in the Schedule 'A' attached therewith by excluding Survey/Hissa Nos. 58/1, 58/3, and 58/4 aggregating 3110.00 sq. mtrs. there from by granting the Occupancy Rights of the Govt. Land in favor of the **Promoter** as per the provisions u/s 41 of Land Revenue (Disposal of Govt. Lands) Rules Maharashtra, 1971 on making payment mentioned therein and on terms and conditions more particularly set-out therein, accordingly the **Promoter** have paid the amount mentioned in the said order, to the Tahasildar, Thane;

AND WHEREAS the terms mentioned therein, in the orders referred mentioned hereinabove, the Tahsildar, Thane executed Agreements for Occupancy Rights in favor of the **Promoter** on 31st December, 2010 respectively for the land described in the schedule mentioned therein and the said agreements were duly registered with Registrar of Assurances, Thane-5 on the same day;

AND WHEREAS the **Promoter** as the Developer thereof vide its application have submitted the layout plan for the entire township area i.e. in respect of the land more particularly described in the First Schedule hereunder written, detailed building plans and details of phasing, for final sanction to the Commissioner of the Thane Municipal Corporation together with executing an agreement dated 13th October, 2010 in favor of the Corporation about development and maintenance of basic infrastructural amenities in future with giving bank guarantee of 15% of infrastructural development cost, vide Letter of Guarantee No. 06320003110 dated 21.10.2010 referred under Ref. No. OBC/06/059464 dated 21.10.2010 for the amount of Rs. 4,05,00,000/= (Rupees Four Crore Five Lac Only) issued by Oriental Bank of Commerce, Regional Office, Mumbai (North), having address at – Aman Chambers, Veer Sawarkar Marg, (Opp. New Passport Office), Prabhadevi, Mumbai – 400 025 with the joint signatures of the concerned officers of the bank in favor of the Commissioner, Thane Municipal Corporation, Mahapalika Bhavan, Chandan Wadi, Panchpakhadi, Thane, which is valid upto 20.10.2016, of which validity period has been extended to 20.10.2019 and further extended upto 20.10.2022 and further upto _____;

AND WHEREAS the Commissioner of the Thane Municipal Corporation upon conducting proper inquiry and ensuring the corrections of title and ownership of the respective owners reported

the Deputy Director of Town Planning, Konkan Division, Navi Mumbai and accordingly, the Deputy Director of Town Planning Konkan Division, Navi Mumbai has issued its 'No Objection' vide reference Dispatch No. Dev. Scheme Thane/Special Township Project/Kolshet-Kavesar/Dy.Dir.Kon.Div./3076 dated 08.10.2010, subject to comply the terms more particularly mentioned therein, for implementation of the Special Township Project to which the Locational Clearance dated 04.03.2009 and 07.08.2009 have been sanctioned by the concerned authorities as aforesaid to the larger land 'A' and 'B'.

AND WHEREAS by two separate Agreements both dated 31.12.2010 for the lands situate at Revenue Village – Kavesar and Kolshet respectively executed by the Tahsildar, Thane in favor of the **Promoter** in respect of interalia the lands more particularly described Thirdly in the larger land 'A' and part II the said larger land 'B' of the First Schedule hereunder written together with handing over actual, open and vacant, free from encumbrances and without obstruction possession of the same, which is included in the Special Township Project;

AND WHEREAS the Hon'ble Minister (Revenue), Maharashtra State by exercising his powers on behalf of Govt. of Maharashtra u/s 88(1)(b) of MTAL Act, 1948 vide his order bearing No. TNC-06/2013/Case No.321/J-1 dated 03.08.2013 by allowing the application preferred by the Promoter, on drawing conclusion that the Urban Development Department has been granted the Location Clearance dated 04.03.2009, 07.08.2009 to the Promoter herein to implement Special Township Project to the lands situate at Revenue Villages – Kolshet and Kavesar, Taluka – Thane, and further held that, the Special Township Project is beyond all reasonable doubts for use of Non-agricultural purposes only, thus under the provisions of Sec. 88(1)(b) of the MTAL Act., 1948 for the lands published in Govt. Official Gazette by way of 'Notification for use of 'Non-agricultural' provisions of Secs. 1 to 87 of the said MTAL Act, 1948, are not applicable;

AND WHEREAS in pursuant to the order passed by the Hon'ble Minister (Revenue), Govt. of State of Maharashtra, the Revenue and Forest Dept. Mantralaya, Mumbai – 400 032, on dated 15th October 2013 published in Govt. Official Gazette 'Notification' to that effect in respect of the land mentioned in the Schedule of the aforesaid Locational Clearances;

AND WHEREAS the Planning Authorities of Thane Municipal Corporation as per certificate No. 000440 have granted approval to the lay out plan and phase wise detailed building plan vide Development Permission and Commencement Certificate bearing V.P.No. S06/0063/2010 TMC/TDD/388 dated 25.10.2010 and further vide amended sanction of Development Permission/Commencement Certificate bearing V.P.No. S06/0063/2010 TMC/ TDD/2137/17 dated 11.04.2017 sanctioned the buildings plan/s for construction of various building in lay-out/phase of the Spl. Township Project and including Survey/Hissa No.56/9 of Village Kavesar and same is more particularly described Firstly in the **Third schedule** hereunder written and the copy of the Amended Development Permission/Commencement Certificate is annexed hereto marked with **ANNEXURE 'B'**;

AND WHEREAS Sharmistha Mukerjee – Shinde, the Architect of the **Promoter** has issued the Certificate dated 06.01.2023 stating that the Residential Building being in **Plot E** known as "**ARALIA**" (Plot E) situated at '**HIRANANDANI ESTATE**' in the project of the Special Township Scheme of the **Promoter** (hereinafter referred to as the said building) and being referred in the above mentioned amended Permission/Commencement Certificate dated 11.04.2017 is being constructed on the portion area admeasuring **784.54** sq. mtrs. (hereinafter referred to as the Project Land), more particularly described **Thirdly** of the **Third Schedule** hereunder, out of the land more particularly described **Secondly** of the **Third Schedule** hereunder written (hereinafter referred to as the said property) and forming part of the entire lay-out for which the Locational Clearance as aforesaid has been granted for lands situated in the complex popularly known as "Hiranandani Estate" and the said property which is part of land owned by Roma Builders Pvt. Ltd. i.e. the Promoter described firstly i.e. the said Larger Property 'A' and secondly i.e. the said Larger Property 'B' respectively of the **Second Schedule** and Part II of the First Schedule as hereunder written having occupancy right of the Promoter herein. The copy of the Architect's Certificate is annexed hereto marked with **ANNEXURE 'C'**;

AND WHEREAS Shri. Manohar Ramchandra Nakhawa and others (hereinafter referred to as the **said Nakhawas**) at all material times are/were seized and possessed or otherwise well sufficiently entitled as owners to pieces and parcels of land situate, lying and being at Mauje – Kavesar, Taluka and Registration District and Sub-District Thane, within the limits of Thane Municipal Corporation and

more particularly described firstly in the Second Schedule hereunder written (hereinafter referred to as the said Larger Property "A").

AND WHEREAS that One Shri. Hira Dharma Koli was the original owner of interalia the land bearing Survey/Hissa No. 55/8 out of the lands referred in the said Larger Property 'A'. As per Will and Taluka Hukum bearing No. RTSSR1=1932 dated 18.11.1958 the said Shri. Hira Dharma Koli bequeathed of interalia lands of village – Kavesar including Survey/Hissa No. 55/8 to Shri. Jaywant Ramchandra and 3 others. As per Taluka Hukum No. LR-T-S-SR- 3407/61-62 the undivided shares distributed among Manohar Ramchandra Nakhawa $\frac{1}{4}$, Jaywant Ramchandra Nakhawa $\frac{1}{4}$, Umakant Govind $\frac{1}{4}$ and Vijay Govind $\frac{1}{4}$. Jaywant Ramchandra Nakhawa expired on 18.09.1989 leaving behind him legal heirs, wife 1) Sumati Jaywant Nakhawa, daughter 2) Anita Jaywant Nakhawa, sons 3) Pradip Jaywant Nakhawa, and 4) Mangesh Jaywant Nakhawa, Sumati Jaywant Nakhawa expired on 17.08.1991 leaving behind her legal heirs, sons 1) Pradip Jaywant Nakhawa, 2) Mangesh Jaywant Nakhawa, and daughter 3) Anita Jaywant Nakhawa, and Ramchandra Hiraji Nakhawa expired on 06.08.1997 leaving behind him legal heir Manohar Ramchandra Nakhawa, and Govind Hiraji Nakhawa expired on 07.12.1997 leaving behind him legal heirs 1) Umakant Govind Nakhawa, 2) Vijay Govind Nakhawa and Kashinath Hiraji Nakhawa expired unmarried on 08.07.2002 leaving behind to him his nephew Shri. 1) Umakant Govind Nakhawa, 2) Vijay Govind Nakhawa.

AND WHEREAS by and under the Development Agreement dated 14.08.2003 registered with the Sub-Registrar of Assurances, Thane- 5, under Sr. No. 5200/2003 on 14.08.2003 executed by the said Nakhawas in favour of the Promoter herein as the Developer therein, have granted the development rights interalia in respect of land bearing Survey/Hissa No. 55/8 out of the lands referred in the said Larger Property 'A'.

AND WHEREAS by and under Conveyance Deed dated 22.01.2021 the said Nakhawas through their Constituted Attorney sold, transferred and assigned all their right, title and interest interalia in land bearing Survey/Hissa no.55/8 out of the lands referred in Larger Property A. The said Conveyance Deed dated 22.01.2021 is registered with the office of Sub-Registrar of Assurances, Thane-9 under Sr.no.1231/2021.

AND WHEREAS that one Shri. Kilabhai Gangadas Thanawala was the original Owner and otherwise well and sufficiently entitled inter alia the land bearing Survey/Hissa No. 56/9 out of the lands referred in the said Larger Property 'B'.

AND WHEREAS the said Kilabhai Gangadas Thanawala died long back living behind two sons namely 1) Shri. Tulsidas Kilabhai and 2) Shri. Purshottam Kilabhai as his only heirs and legal representatives.

AND WHEREAS the said Tulsidas Kilabhai died intestate on 23.02.1967 leaving behind sons and daughters 1) Shri. Krishnalal Tulsidas, 2) Shri. Hariyantlal Tulsidas, 3) Shri. Laxmikant Tulsidas, 4) Shri. Anandilal Tulsidas, 5) Shri. Rajnikant Tulsidas, 6) Shri. Jayantilal Tulsidas, 7) Smt. Aruna Tulsidas.

AND WHEREAS Shri. Krishnalal Tulsidas died on 08.05.1981 leaving behind him Wife Smt. Manjula Krishnalal Thanawala, sons 1) Shri. Upendra Krishnalal Thanawala, 2) Shri. Umesh Krishnalal Thanawala and daughters 1) Smt. Neeta Mahesh Bangali, 2) Smt. Usha Nayan Shah, and 3) Smt. Jyoti Dipak Kapdiya as his only heirs and legal representatives, the said Hariyantlal Tulsidas died on 21.02.2008 leaving behind him Wife Smt. Urmila Hariyantlal Thanawala, son Shri. Sharad Hariyantlal Thanawala and daughter Smt. Resham Vipul Shah the said Laxmidas Tulsidas died on 03.09.2008 was unmarried, the said Jaymati Tulsidas died on 29.08.2006 was unmarried, the said Rajnikant Tulsidas died on 11.05.2004 leaving behind him Wife Smt. Niranjana alias Niranjan Rajnikant, son Shri. Vipul Rajnikant Thanawala and daughter Smt. Sneha Bharat Parikh.

AND WHEREAS the said Purushottam Kilabhai died long back leaving behind to him the only son Shri. Ratilal Purushottam Thanawala as his heir and legal representative (M.E.No. 1268). The said Ratilal Purushottam Thanawala died on 01.09.1965 leaving behind him son Shri. Mahendra Ratilal Thanawala, daughters 1) Smt. Virmati Ramanlal Shet (since deceased), 2) Smt. Jayashree Manoharlal alias Manharlal Shroff and 3) Smt. Rajani Ratilal Thanawala and wife Kalavati Ratilal Thanawala also died long back leaving behind a son Mahendra Ratilal Thanawala and daughters 1) Smt. Virmati, 2) Jayashree and 3) Rajani. The said Smt. Virmati Ramanlal Shet died on 21.09.2007 leaving behind to her sons 1) Shri. Anil Ramanlal Shet, 2) Shri. Yatin Ramanlal Sheth.

AND WHEREAS by and under Agreement for Sale dated 18.08.2010, duly registered with the Sub-Registrar of Assurances, Thane – 5 under document No. TNN-5/8989/2010, Smt. Manjula Krushnalal Thanawalla and 14 others have agreed to sell, convey, assign and transfer interalia, to grant development rights for and in respect of their ½ undivided rights, title and interest in respect of land bearing Survey/Hissa No. 56/9 out of the lands described in the said Larger Property "B" to and in favour of the Promoter herein as the Developer therein'.

AND WHEREAS further, by and under Agreement for Sale dated 29.10.2010, which has been registered with the Sub-Registrar of Assurances, Thane – 5 under document No. TNN-5/11272/2010, Smt. Jayshri Manoharlal alias Manharlal Shroff and 3 others have agreed to sell, convey, assign and transfer interalia, to grant development rights for and in respect of their 1/8th share rights, title and interest interalia in respect of land bearing Survey/Hissa No. 56/9 out of the lands described in the said Larger Property 'B' to and in favour of the Promoter herein as the Developer therein.

AND WHEREAS by and under Agreement for Sale dated 16.12.2010, registered with the Sub-Registrar of Assurances, Thane – 5 under document No. TNN-5/12877/2010, Shri.Mahendra Ratilal Thanawalla have agreed to sell, convey, assign and transfer interalia, to grant development rights for and in respect of his 1/8th share, rights, title and interest interalia in respect of the land bearing Survey/Hissa No. 56/9 out of the lands described in the said Larger Property 'B' to and in favour of the Promoter herein as the Developer therein'.

AND WHEREAS the said Manjula Krushnalal Thanawala and others as aforesaid have entered into Deed of Conveyance dated 12.06.2012 through their attorney which is duly registered with the Sub-Registrar of Assurances Thane -2 under Document No. TNN-2/5501/2012 in favor of the Promoter herein therein as Purchaser interalia in respect of land bearing Survey/Hissa No. 56/9 out of the lands more particularly described in the said Larger Property 'B', thus the Developer being the Purchaser thereof have become the owners of the land described in the said Larger Land 'B', and accordingly the Promoter's name was recorded on 7/12 extracts in kabjedar column as the owner.

AND WHEREAS the Promoter herein is seized and possessed or otherwise well sufficiently entitled to pieces and parcels of lands situate, lying and being at Mauje – Kavesar, Taluka and Registration District and Sub-District – Thane, within the limits of Thane Municipal Corporation and

more particularly described Thirdly in the Second Schedule hereunder written (hereinafter referred to as the said Larger Property "C").

AND WHEREAS the Tahsildar, Thane executed Agreements for Occupancy Rights in favor of the **Promoter** on 31st December, 2010 interalia in respect of land bearing Survey/Hissa NO. 320 more particularly described thirdly in the second schedule hereunder written and the said agreement was duly registered with Registrar of Assurances, Thane-5 on the same day; Further on payment of premium of Rs. 37,56,56,395/- paid by the Developer vide Challan No. MH01405827220212201, dated 04.03.2022, the Collector, Thane has vide its order bearing Sr./Revenue/K-1/T-1/Class-1/SR-05/2022 dated 19.04.2022 has interalia converted the land bearing Survey/Hissa no.320 from Class II to Class I and deleted the remark of Class II from the 7/12 extract of interalia the land bearing Survey/Hissa no.320.

AND WHEREAS the Promoter is/are entitled to allot and sell Apartments, garages, and covered parking spaces in the Building **ARALIA**, having _____ floors, hereinafter referred to as 'the said Building' being constructed on the Project Land, as per the amended sanction of Amended Permission/Commencement Certificate dated 11.04.2017, and Occupation Certificate vide V.P.No. _____ dated _____ as aforesaid issued by the Executive Engineer, Town Development Department, Municipal Corporation of the City of Thane and the authenticated copies of the Commencement Certificate dated 11.04.2017 and Occupation Certificate dated _____ are annexed hereto and collectively marked as **Annexure 'D'**;

AND WHEREAS the revenue records i.e. 7/12 Extracts in respect of the said property stand in the names of the Promoter and the authenticated copies of the said 7/12 Extracts are annexed hereto and marked as **Annexure 'E'**;

AND WHEREAS the Promoter has/have agreed to sell and the Allottee/s has/have agreed to purchase an Apartment No. _____ on _____ floor of the said Building, admeasuring _____ sq. mtrs. which is equivalent to _____ sq. ft. (carpet area), as per the definition under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'said

Act') along with deck and enclosed balcony (if any) admeasuring _____ sq. mtrs. which is equivalent to _____ sq. ft. (carpet area) totaling to _____ sq. mtrs. which is equivalent to _____ sq.ft. (carpet area) hereinafter referred to as "the said Apartment", along with the benefit to use Covered/Mechanized Car Parking/s (if applicable), for the consideration and on the terms and conditions hereinafter appearing;

AND WHEREAS the Promoter has appointed Structural Engineer and Architect for the preparation of the structural design and drawings of the said building and the Promoter accept the professional supervision of the Architect and the Structural Engineer till the completion of the said building;

AND WHEREAS by virtue of the Development and Sale Agreements/Power of Attorneys and Sale Deed as aforesaid, the Promoter alone has sole and exclusive right to sell the Apartment and other Apartments in the said Building and to enter into agreement/s with the Allottee/s and to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee/s, and the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architect Ms. Sharmistha Mukerjee – Shinde and of such other documents as are specified under the Said Act and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of the plan of the Apartment agreed to be purchased by the Allottee/s, annexed as **Annexure 'F'**;

AND WHEREAS the Promoter has constructed the said building in terms of the sanctioned plan and accordingly the Thane Municipal Corporation has issued Occupation Certificate vide permission bearing V.P.No. _____ dated _____ to the building ARALIA;

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement

and all applicable laws, are now willing to enter into this Agreement on the terms and condition appearing hereinafter;

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

AND WHEREAS under Section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said Apartment to the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell/allot and the Allottee/s hereby agrees to purchase the Apartment and use the Covered/Mechanized Car parking/s (if applicable);

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

1. The Promoter has constructed the said building consisting of _____ floors, on the project land out of the portion of the said property in accordance with the specifications and plans, designs as approved and Completion Certificate as aforesaid issued by the concerned local planning authority of the Thane Municipal Corporation from time to time.

1(a) The Allottee/s hereby agrees to purchase from the **Promoter** and the Promoter hereby agree to sell to the Allottee/s Apartment No. _____ on _____ floor, of (carpet area) admeasuring _____ sq. mtrs. which is equivalent to _____ sq. ft. (carpet area), as per the definition under the said Act) along with enclosed balcony area (if any) admeasuring _____ sq.

mtrs. which is equivalent to _____ sq. ft. (carpet area) aggregating to total area admeasuring _____ sq. mtrs. which is equivalent to _____ sq.ft. (carpet area)(hereinafter referred to as "the said Apartment") in the building being known as "ARALIA" in Plot E as shown in the Floor plan thereof hereto annexed and marked Annexure '____' along with the benefits to use _____ Mechanized Car Parking/s (if applicable), on the terms and conditions appearing hereinafter, for the consideration of Rs. _____ (Rupees _____ Only)

including the proportionate price of the common areas and facilities appurtenant to the said Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the **Fourth Schedule** hereunder written.

1(b) The Allottee/s has paid on or before execution of this agreement a sum of Rs _____/- (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of purchase consideration of Rs. _____/- (Rupees _____ Only) in the following manner:-

As per Allotment Letter dated _____

Sr.No.	DETAILS	AMOUNT (Rs.)
a)	Earnest amount	
b)	On or before	
	TOTAL	

The aforesaid consideration amounts shall be subject to deduction of TDS as per Finance Act of 2013, as applicable on transfer of immovable property, wherein the consideration of the property exceeds or is equal to Rs. 50 Lakhs. Under the amended provisions of Section 194 IA of the Income Tax Act, 1961, w.e.f., 1st September 2019, Tax Deduction at Source (TDS) @1% is required to be deducted by the Purchaser / Allottee/s of the property at the time of making payment of sale consideration, which is

inclusive of Agreement Value and all Other Charges. The Allottee/s shall submit a copy of the TDS challan/s along with Form 16B to the Promoter immediately after making payment.

1(c) The Total Prices above excludes taxes payable by the Allottee/s consisting of tax by way of GST, Value Added Tax, Service Tax, and/or Cesses and/or any other taxes which may be levied, in connection with the construction of and carrying out the Project up to the date of handing over the possession of the said Apartment.

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

1(e) The Allottee/s shall pay all other amounts and moneys becoming due and payable as per the terms and conditions of this Agreement on their respective due dates without fail and without any delay or default as time in respect of the said payments is of the essence of the contract. The Promoter will forward to the Allottee/s intimation of the Promoter having carried out the aforesaid work to the E-mail ID and at the address given by the Allottee/s under this Agreement and the Allottee/s will be bound to pay the amount of installments as per such intimation by e-mail or by courier at the address of the Allottee/s as given in these presents. The Allottee/s, in case of delay or default, shall be liable to pay to the Promoter monthly compounded interest on amount due at 12% p.a. till the amount is paid to the Promoter.

1(f) The Allottee/s doth hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Allottee/s to bear and pay any additional development charges for layout conditions and fulfillment thereof and the same shall be borne and paid by the Allottee/s along with the other Allottee/s in the said Building and Promoter shall not be responsible or liable to pay the same.

1(g) The Promoter confirms that it **has developed** the Project Land with the use of Floor Space Index (FSI), Balance FSI, Additional FSI, Fungible FSI and Transferable Development Rights (TDR), as applicable, in accordance with the plans proposed/sanctioned by the concerned planning authority of Thane Municipal Corporation.

1(h) The Allottee/s shall be liable to pay to the Promoter, GST and/or Service Tax, VAT and/or any other taxes, charges etc. as may be applicable for the allotment / sale of the Said Apartment payable to the Government / Semi Government Authorities and all authorities, including Central Government, State Government, Thane Municipal Corporation, etc. The Allottee/s shall also be liable to pay along with the consideration value, additional charges as contained in Clause 1(c) hereinabove. In case the Allottee/s have defaulted to make the aforesaid payment towards taxes to the concerned authorities, and the Promoter has paid on behalf of the Allottee/s, then Promoter is entitled to recover the same with interest and have the right to debit towards the Apartment consideration received/receivable.

1(i) The Allottee/s authorizes the Promoter to adjust / appropriate all payments made by him/her/them firstly towards payment of due taxes, then towards interest payable for all outstanding installments towards consideration in respect of the Said Apartment, cheque bounce charges, if any, then any due administrative expenses and lastly towards consideration/ outstanding dues in respect of the Said Apartment or under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1 The Promoter hereby agree/s 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 to the said Building.

2.2 Time is of essence for the Allottee/s. The Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement.

3. The Promoter hereby declare/s that as per Architect Sharmistha Mukerjee-Shinde's Certificate dated 20.08.2020 and Commencement Certificate dated 25.10.2010 and amended

Commencement Certificate dated 11.04.2017 and Completion Certificate dated 03.11.2021 as aforesaid, the Promoter has constructed residential building by consuming and utilizing F.S.I., additional F.S.I./T.D.R. which is/may be available/approved to the Promoter to utilize on the said Property and/or the said portion of Project Land.

4. The Promoter has planned to utilize the Floor Space Index by availing of FSI, TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Property/Larger Land. The Promoter has/have disclosed their intention to use Floating FSI, any proposed FSI in form of T.D.R and/or balance plot potential becoming available on the said Property/Larger Land shall be utilized by the Promoter and Allottee/s has agreed to purchase the said Apartment based on the proposed construction to be carried out by the Promoter by utilizing the Floating FSI and the said proposed FSI and on the understanding that the entire FSI shall belong to Promoter only.

5. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the amounts delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.

6. Without prejudice to rights of Promoter to charge the interest in terms of sub clause 1(e) hereinabove on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at its own discretion, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails

to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement and in such event the Allottee/s shall be liable to pay 25% of the total consideration for purchase of the Apartment to the Promoter as liquidated damages.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter.

7. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said Building and the Apartment are set out in **Annexure 'G'** annexed hereto.

8. The Promoter shall give possession of the Apartment to the Allottee/s on or before ____ day of _____ 20__ and/or within 45 to 75 days from the receipt of the full and final payment as hereinabove mentioned, whichever is later, provided the Promoter has received the full purchase price of the said Apartment and other amounts payable by the Allottee/s to the Promoter under these presents. If the Promoter for any reasons whatsoever and/or beyond the control of the Promoter is unable to give possession of the said Apartment by the date stipulated hereinabove, the Promoter shall be entitled to proportionate extension of time for handing over possession of the said Apartment. It is specifically agreed by the Allottee/s that, during such proportionate extension period, Allottee/s shall not be entitled to and shall not be allowed to cancel this Agreement and/or claim any interest.

9. The Allottee/s hereby agrees that in the event of any amount being levied by way of premium and other charges, betterment charges and/or development tax, security deposit, charges for the purpose of giving water connection, drainage connection and electricity connection / payable to the Thane Municipal Corporation and/or to State Government, M.S.E.D.C.L. or any private electricity provider, other taxes and/or payments of a similar nature becoming payable by the Promoter, the same shall be paid by the Allottee/s to the Promoter in proportion to the area of the Said Apartment. It

is agreed that the betterment charges referred to hereinabove shall mean and include pro-rata charges which the Allottee/s may be called upon to pay by the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cable, electric substation (if any) making and maintaining of Internal Roads and access to the Project Land, drainage layout and all other facilities till the charge of the Project Land is handed over to the Society / Organization of the Allottee/s of the Apartment in the Project Land.

9. In the interest of the Allottee/s as per statutory requirement Centralized/Individual Sewage Treatment Plant (STP) shall be operated and managed by the Promoter and/or an agency appointed by the Promoter /Proposed Society of the Allottee/s /Federation/Apex body of the Societies. The said STP will supply treated water to the building/s, on the Scheduled times, depending upon the availability of the said water. The usage of such treated water will be measured by water meter and the said agency/Promoter shall charge and claim the cost from individual Allottee/s, the organization of the Allottee/s per month as per the consumption and accordingly the Allottee/s / Organisation / Society of Allottee/s will mandatorily abide to pay those charges when claimed, also that Allottee/s and as and when co-operative housing Society shall be formed for a building or the Apex Body / Federation of all the Societies of the buildings to be constructed, the Allottee/s / Society / Organisation of Allottee/s / Apex Body needs to share proportionate operation and maintenance cost of the said STP irrespective of the case whether the treated water is used or not by the Allottee/s and/or the Society / Organisation of the Allottee/s and the Allottee/s and/or the Society / Organisation of the Allottee/s shall abide by the same and pay the said charges as and when demanded by the Promoter / Agency.

10. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Promoter and the Allottee/s, that the Promoter shall be entitled to utilize and enjoy either personally or through any nominee/s all area or areas/lands forming part of the Hiranandani Estate as may be available from time to time including areas reserved for public utility including recreation etc. by utilizing the same as the Promoter may deem fit and the Promoter will be entitled *inter alia* to construct Recreation Centre, Health Club, Club House, Hotel and carry on such other activity or activities as the Promoter may desire on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area or areas or structure or structures with right to transfer or assign benefit thereof and to recover and appropriate consideration

received there from including from the day to day business thereof shall be that of the Promoter alone exclusively and the Allottee/s shall have no right thereto either in his individual capacity or through the Organisation of the Apartment of Allottee/s. The Allottee/s doth hereby declare and confirm for the sake of clarity that the ownership of all such area or areas and construction by way of Recreation Centre, Health Club, Library or Club House or Hotel etc., shall belong to the Promoter alone exclusively and the Allottee/s shall have no right to the same in any manner whatsoever.

11. The Promoter reserve to itself the rights to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Larger Lands/ Layout and the common right of ways at all times, by day and night, for all purposes and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and development of the said property and the Layout and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building in the, provided that the Promoter shall use their reasonable efforts to ensure that the Allottee/s's enjoyment of the Said Apartment is not adversely affected.

12. So long as each of the Apartment/Covered/Mechanized Parking Spaces in the Said Building is/are not separately assessed for municipal taxes and water taxes etc., the Allottee/s shall pay to the Promoter or to the Society when formed, a proportionate share of the municipal taxes and water taxes etc. assessed on the whole Building, such proportion to be determined by the Promoter on the basis of the area of each Apartment/covered parking (if applicable) in the Said Building. The Allottee/s along with the other Apartment holders will not require the Promoter to contribute a proportionate share of the water charges, tanker water charges, electricity used for water, lifts and any other similar charges relating to the said Apartment which are not sold and disposed off by the Promoter. The Promoter will also be entitled to the refund of the Municipal Taxes on account of the vacancy of such Apartment.

13. The Allottee/s confirm/s that he/she/they/it has/have agreed that –

- (a) All internal dimensions for carpet area are from unfinished wall surfaces. Minor variations (+/-) upto 3% in actual carpet areas may occur on account of site conditions. In the event variation is more than 3%, the consideration will stand decreased or increased as the case may be, in proportion to such variation.
- (b) In toilets the carpet areas will be inclusive of pali walls (if any).

(c) That if any natural marble is used by the Promoter, there are going to be inherent imperfections which someone may view as ' defect'. These imperfections are inherent in natural marble.

(d) That wherever the vitrified tiles are used in the said premises are of highest quality, however due to its natural process and high heat it undergoes during its making, the tiles may have inherent lippage / warpage causing undulation in tiles which shall not be treated as imperfections or defects in tiles or workmanship.

14. At the time of registration of the conveyance of the structure of the Said Building, the Allottee/s shall pay to the Promoter the Allottee/s's share of stamp duty and registration charges payable, if any, by such Organisation on the conveyance or any document or Instrument of transfer in respect of the Building, to be executed in favour of such Organisation.

15. Provided it does not in any way affect or prejudice the rights of the Allottee/s in respect of the said Apartment, the Promoter shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the Layout of the said property more particularly described **Firstly in the Third Schedule** hereunder written.

16. The Allottee/s and the person/s to whom the said Apartment is permitted to be transferred with the written consent of the Promoter, shall (i) observe and perform all the provisions of the Bye-laws and/or the rules and regulations of Organisation when formed and/or all the provision of the Memorandum and Articles of Association of such Organisation and the additions, alterations or amendments thereof for the observance and carrying out the building Rules and Regulations and the Bye-laws for the time being of the Thane Municipal Corporation and other local and/or Public Bodies. (ii) observe and perform all stipulations and conditions laid down by Organisation regarding the said Apartment and shall pay and contribute regularly and punctually towards rates, cesses, taxes, expenses and all other outgoings.

17. It is agreed between the Promoter and the Allottee/s that after the notice in writing is given by the Promoter to the Allottee/s that the Said Apartment is ready for use, the Allottee/s shall be liable to pay the proportionate share (i.e. in proportion to the area of the Said Apartment) as determined by the Promoter of all outgoings in respect of the Project Land and the Building, including local taxes, cesses,

rates and other charges, betterment charges and all other charges levied by the local authority, Government, Water Charges, Insurance Charges, common lights, repairs, salaries of clerks, Bill Collector's Charges, Chowkidar and Sweeper Charges, maintenance charges and all other expenses necessary and incidental to the administration, Management and maintenance of the Project Land and the Said Building including those mentioned in the **Sixth Schedule** hereunder written and until the management of said Building is transferred to the Organisation of the Allottee/s, the Allottee/s shall pay to the Promoter the proportionate share of outgoings as may be determined by the Promoter.

18. The stamp duty and registration charges incidental to this Agreement shall be borne and paid by the Allottee/s alone. The Allottee/s shall immediately after the execution of this Agreement but not later than 7 days from the date of execution of these presents, lodge the same for registration with the Sub-Registrar of Assurances and inform the Promoter the number under which and the day on which the same is registered, sufficiently in advance to enable the Promoter within reasonable time thereafter to attend the office of the Sub-Registrar of Assurances and admit execution thereof at the costs and risk of the Allottee/s.

19. The Promoter shall always have a right to get the benefit of additional F.S.I., Fungible F.S.I., T.D.R. and/or any additional development rights that they may be entitled to in future for construction on the said property from Thane Municipal Corporation ("TMC"), amend Layout and also to construct additional structures / buildings as may be permitted by the Thane Municipal Corporation and other competent authorities; such structures / buildings will be the sole property of the Promoter alone and the Allottee/s confirm that he/she/they shall not raise any objection or claim and/or any abatement in the price of the said Apartment as agreed to be acquired by him/her/them.

20. The Promoter has proposed to construct a Club House, which will be common for all the building/s within the project 'Parkdale Enclave'. The Allottee/s confirm that he/she/they are made well aware that the construction of building/s within the 'Parkdale Enclave' shall be done in a phase wise manner and an exclusive Club House including Gym and Swimming Pool is to be provided by the Promoter along with landscape amenities, for all the building/s within the project 'Parkdale Enclave'. The construction of the said Club House, is proposed to commence as per sanction plans/amended sanction plans, during the last phase of the project 'Parkdale Enclave'. The construction work of the proposed Club House and the landscape amenities will be ongoing as per the

phases and stages of construction of the other/proposed building/s in the project 'Parkdale Enclave' which will be ready after completion of the last building / last phase in the project 'Parkdale Enclave'.

21. The Allottee/s are aware that due to design of club house, landscape amenities and other facilities common for all the buildings within the project Parkdale Enclave and because of the basement of the building/s therein are interconnected and further in future on account of interconnected basements of additional/proposed buildings, some change/s modification/s/amendment/s in design of the club house, landscape amenities and other facilities may be carried out by the Promoter, the allottee/s hereby give their irrevocable consent for such changes, amendment/s, alteration/s and, modification/s.

22. The Allottee/s are aware that the project Parkdale Enclave consists of various buildings and some additional buildings are proposed within the project Parkdale Enclave and in future there may be some change/s/ modification/s/amendment/s in layout of the project Parkdale Enclave and the allottee/s hence give their irrevocable consent for such amendment/s, alteration/s and, modification/s as the Promoter may carry out. The Allottee/s are further aware that the construction of all buildings along with proposed buildings within the project Parkdale Enclave will be on going and the allottee/s here to undertake not to raise any objection/s, complaint/s and grievance/s regarding the same with the Promoter and/or before any other authority.

23. The Promoter may at its sole discretion until the common club house for the building/s within the project Parkdale Enclave is ready to use may allow the allottee/s within the project Parkdale Enclave to use the common club house of the Hiranandani Estate at the cost and charges as may be fixed by the Promoter at its sole discretion and all the Allottees of the building/s and/or societies within the project Parkdale Enclave shall be liable to pay on monthly basis Club House usage, maintenance and operation charges regularly to the Promoter. The said usage/number of members eligible to enjoy the said facilities shall be as per the type of Apartment/s purchased by the Allottee/s and at the sole discretion of the Promoter. The Allottee/s confirm/s that he/she/they are aware of the aforesaid and hence have consented to the same and confirm/s that he/she/they shall not be entitled to and shall not raise any objection/grievance in respect thereof in any manner whatsoever. In such case, the Allottee/s further agree and undertake to stop using the common Club house of Hiranandani Estate after the common Club house of the project Parkdale Enclave is ready for use.

24. The Allottee/s are aware that the podium and basement of the said building is interconnected with other adjoining/proposed building/s and the parking to the allottee/s of such buildings with interconnected podiums and basement are common and in future there may be some change/s/ modification/s/amendment/s in such common parking area and the allottee/s being aware about the same hereto give their irrevocable consent for such changes, alteration/s, modification/s and amendment/s as the Promoter may carry out.

25. Allottee hereby confirms and it is expressly agreed that the Promoter shall be entitled, without affecting the rights of the Allottee/s to the said Apartment, to revise, amend, modify, resubmit and/or change the approved building plan and layout plan, amalgamation, subdivision of plots and/or relocate recreational garden/s/Amenity Spaces/Parking in the layout in respect of the said Property, pursuant to obtaining necessary permission from competent authority.

26. The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement shall have a first lien and charge on the Said Apartment agreed to be purchased by the Allottee/s.

27. The Allottee/s hereby covenant/s to keep the Said Apartment, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good, tenable and repairable condition and in particular so as to support, shelter and protect the parts of the building other than the Said Apartment. The Allottee/s further covenants not to chisel or in any other manner damage the columns, beams, slabs or R.C.C. partition or walls or other structural members without the prior written permission of the Promoter. In the event of a breach of any of these conditions, the Allottee/s, apart from being liable to make good at his/her/its own costs, the damage caused because of breach/s, shall also be responsible for the consequences thereof.

28. It is expressly agreed that the Promoter shall be at liberty to make such minor changes or alterations as may be necessary due to aesthetic, architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer.

29. The Allottee/s shall not decorate the exterior of the Said Apartment otherwise than in a manner agreed to with the Promoter.

30. In the event of organisation of all the Allottee/s being formed and registered before the sale and disposal by the Promoter of all the Apartment/covered/ mechanized parking spaces, the powers and the authorities of such Organisation shall be subject to the overall authority and control of the Promoter in respect of all the matters concerning the Said Building and in particular the Promoter shall have absolute authority and control as regards the unsold Apartment/covered / mechanized parking spaces and disposal thereof; PROVIDED AND ALWAYS the Allottee/s hereby agree/s and confirm/s that in the event of such organisation being formed earlier than the Promoter dealing with or disposing off all the Apartment in the Said Building then and in that event any Allottee/s of Apartment/covered/mechanized parking spaces from the Promoter shall be admitted to such Organisation on being called upon by the Promoter without payment of any premium or any additional charges save and except Rs.500/- (for individual) and Rs. 1000/- (for company) for the share money and Rs.100/- as entrance fee and such Allottee/s, or transferee thereof shall not be discriminated or treated prejudicially by such Organisation.

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

32. The Allottee/s is fully aware of the provisions of the amended Bombay Stamp Act. If any stamp duty over and above the stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps or Joint District Registrar or Concerned Authority, the same shall be borne and paid by the Allottee/s alone including the penalty, if any. The Promoter shall not be liable to contribute anything towards the said stamp duty. The Allottee/s shall indemnify the Promoter against any claim from the Stamp Authorities or other Concerned Authority in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the Promoter. The Allottee/s shall also fully reimburse the expenses that may be required to be incurred by the Promoter in consequence of any legal proceedings that may be instituted by the authorities concerned against the Promoter for non-payment and/or under payment of stamp duty by the Allottee/s.

34.1 Procedure for taking possession –

The Promoter shall offer the Possession to the Allottee/s strictly subject to the Allottee/s making full and final payment to the Promoter as per this Agreement, and shall give the possession of the said Apartment, to the Allottee/s upon the said Apartment being ready for possession. In terms of this Agreement possession of the said Apartment is to be given within 45-75 days after receipt of the complete payments under this Agreement and the Promoter shall give possession of the said Apartment to the Allottee/s, provided the Allottee/s has not committed breach of any of the terms and conditions of this Agreement. The Completion certificate as aforesaid of the said building has been received and the Allottee/s agree(s) to pay the maintenance charges and/or Property Taxes as determined by the Promoter and/or association of Allottee/s and/or concerned authorities, as the case may be, from the date of Allotment letter.

34.2 Failure of Allottee/s to take Possession of Apartment:

The Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession, the Allottee/s shall continue to be liable to pay maintenance charges, electricity charges, municipal taxes and any other taxes levied by any competent authorities, as applicable from the date of Allotment Letter.

34.4 If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is/are situated then, subject to clause 35 hereunder and provided the Allottee/s is not guilty or responsible for such defect, 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/s shall be entitled to compensation for such defect in the manner as provided under the Act after following the due process of law. However, it is specifically agreed by and between the Promoter and the Allottee/s that, if the Allottee/s does any alterations and/or causes damage to the waterproofing in the Apartment, the Promoter shall not be liable for any defect liability.

35. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used for residential use only. He/she/they shall use the parking space (if applicable) only for purpose of keeping or parking his own vehicle.

36. The Allottee/s along with other Allottee/s of Apartment in the said Building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and provide to the Promoter, so as to enable the Promoter to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

37. The Promoter shall, within three months of receiving Occupation Certificate for the last building in the said Layout or last building forming part of the Hiranandani Estate and registration of the Federation/apex body of all the Societies/Associations therein, and/or after the Land covered therein is fully developed, whichever is later, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Original Owner / Promoter in the Layout Plot on a portion of which the said Building is constructed, provided the Society of the Apartment purchasers of said Building have complied with the terms and conditions contained in the Agreements for Sale entered into with the Promoter, including payment of taxes, charges and all other dues payable by them.

38. The Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Project Land and Building namely maintenance charges, property taxes, local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Building. Until Society is formed and the said structure of the Building is transferred to it, the Allottee/s shall pay to the Promoter such

proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs. _____ per month towards the outgoings and/or Property Tax as per actuals becoming applicable from the date of Allotment Letter. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter till the Association / Society of Allottee/s is formed.

40. The management and maintenance of common amenities and facilities mentioned in **Fourth Schedule** herein will be handed over to the Apex Body or Federation of all societies or any other agency; upon completion or at any appropriate stage thereafter as per the discretion of the Promoter.

41. The Allottee/s agrees and undertakes to abide by his/her/their/its obligations as under:

(a) To make necessary payments in the manner and within the time as specified in this Agreement and shall pay at proper time and place, stamp duty, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, taxes and all other charges, payments.

(b) To pay the ad-hoc pro-rata maintenance charges towards the out-goings of the Project Land and said Building.

(c) To pay interest i.e. monthly compounded interest on amount due at 12% p.a., till the amount is paid to the Promoter for delay in payment of any of the installments and any other charges or deposits agreed to be paid under this Agreement, without prejudice to the rights of the Promoter of termination of the Agreement as per the terms of this Agreement.

(d) To sign the requisite applications and other documents / information for registration of the Society.

(e) To take possession of the said Apartment within a period of one month from the date of intimation by the Promoter and to make immediate payment of all dues under this Agreement upon receipt of such intimation.

42. The Allottee/s shall on or before _____ pay to the Promoter, the following amounts:-

(i) **Rs. 500 /-** (for Individual), **Rs. 1,000 /-** (for Non-Individual) towards share money, **Rs. 100 /-** application entrance fee of the Society.

- (ii) **Rs. 9,500 /-** for formation and registration of the Society and incidental charges.
- (iii) **Rs. Nil /-** for proportionate share of taxes and other charges / levies in respect of the Federation / Apex body.
- (iv) **Rs. 1,58,400/-** towards adhoc / provisional contribution towards outgoings of Society and/or Property Taxes payable as per actuals, both being applicable from the date of Allotment letter.
- (v) **Rs. Nil /-** towards deposit and charges for electrical receiving and Sub Station provided in the Layout Plot.
- (vi) **Rs. Nil /-** towards Non-refundable cost for Club.
- (vii) **Rs. 50,000/-** towards Club Maintenance Deposit.
- (viii) **Rs. 25,000/-** towards Legal & Documentation charges.
- (ix) **Rs. 99,000/-** provisional amount towards the deposit/ premium/charges/expenses for procuring and using electric, water, drainage, sewerage connections etc., will be extra and payable at the time of possession.
- (x) **Rs. 99,000/-** on or before taking possession of the said Apartment, to meet the future maintenance of Internal Layout Roads, Recreation Areas, Street Lighting etc. and for the purpose of maintenance and upkeep of recreation areas and other facilities, which the Promoters are providing in Hiranandani Estate
- (xi) **Rs. 15,000/-** towards Mahanagar Gas connection and Procurement charges.

The amount towards provisional outgoings, as contained in sub clause (iv) hereinabove will be transferred by the Promoter to the Society as and when management of the said Building is transferred to such Society, after deducting therefrom of arrears of taxes, property taxes, any other taxes and expenses, as contained in **Sixth Schedule** hereunder. It is agreed that the Promoter is not liable to pay any interest on the aforesaid amounts towards provisional outgoings.

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

There will be separate charges for usage as well as maintenance and management of the club.

The **Promoter** and its nominees and assignees shall construct and provide the club facilities to the purchaser/s of the Apartment/s in the building situated in the project **Parkdale Enclave** on making payment of Club Maintenance Deposit as mentioned herein above etc. to utilize and enjoy the club benefits and services, as per the rules and regulations be laid down by the **Promoter** from time to time as maybe determined by the **Promoter** and/or their assigns to that effect, apart from the price consideration to be paid by the Allottee/s to the **Promoter** in respect of the said Apartment upon the execution of these presents. The said usage/number of members eligible to enjoy the said facilities shall be as per the type of Apartment/s purchased by the Allottee/s and at the sole discretion of the Promoter.

Recreational facilities, fitness centre incase provided at the sole discretion of the Promoter in individual building/s with separate access for the common use of the residents of all the buildings or specific buildings within the Parkdale Enclave, the Allottee/s shall not take objection for the common usage of such facilities i.e. any premises purchasers can use any of such facilities provided in any such building/s of the Parkdale Enclave. The Allottee/s and/or any other Allottee/s of the premises holder/s in the Parkdale Enclave shall not raise objection for using such facilities provided in his/her building by the Allottee/s of other building/s and vice versa. Also the societies of every individual building/s shall be well informed in advance about the same and the residents and members of such societies also shall not raise objection thereto. The Allottee/s hereto confirm that the facilities as hereinabove mentioned including Club House may be available for usage only after completing construction of all the buildings within the Parkdale Enclave. This is a mandatory provision execution of these presents. The Allottee/s hereto undertakes not to use the fitness center for any commercial purposes.

The Allottee/s hereto confirm that the facilities as hereinabove mentioned in case provided at sole discretion of the Promoter, including club facilities, may be available for usage only after completing construction of all the buildings within the project Parkdale Enclave.

The Promoter shall have absolute authority and sole discretion upon completing the project of Parkdale Enclave or at any stage thereof to handover the operation and management of the facilities as hereinabove mentioned including the club facilities to any independent agency and the cost of operations and management of the said facilities will be borne by all the Allottee/s / flat purchasers within the Project Parkdale Enclave.

- (iv) The Allottee/s shall, on or before taking possession of the said Apartment, pay Rs. 99,000/- to the Promoter to meet the future maintenance of Internal Layout Roads, Recreation Areas, Street Lighting etc. and for the purpose of maintenance and upkeep of recreation areas and other facilities, which the Promoter is providing specifically for the Allottee/s of Apartment in the Project Land and earmark the same for the purpose of use thereof by the Allottee/s of Apartment in the buildings in the said property. It is clarified that the said amount of Rs. 99,000/- is not by way of consideration for acquiring the Said Apartment by the Allottee/s of Apartment but for the purpose of lumpsum payment of future maintenance in respect of the aforesaid area. It is further agreed that the Promoter will have right, and good power to invest the said amount or amounts for the betterment of the common infrastructure by the Promoter and the Allottee/s shall have no right to the said amount and the Allottee/s shall not claim either refund thereof or hold the Promoter liable in that behalf in any manner whatsoever. It is agreed that the Promoter shall be entitled to utilize the said amount for the purpose of the aforesaid arrangement in respect of the maintenance of internal layout roads, recreation areas and repairs thereof, street lighting etc. It is also repeated and confirmed that the Promoter will make arrangement for the aforesaid maintenance work and make diligent efforts in that behalf. However, the Promoter shall not be liable for any act of commission or omission or failure in future maintenance or repairs of internal layout roads, street lighting and other areas by reason of the fact that the aforesaid amount is paid by the Allottee/s to the Promoter and the Promoter will endeavour in reasonable manner to provide for the same. It is agreed that the Promoter will be entitled to provide for a body or association as the Promoter may deem fit so as to maintain the said internal layout roads, street lighting etc. through the medium or instrument of such body or association as the case may be. The Promoter shall be entitled to transfer the said amount or balance thereof to such body or association as the case may be and whereupon the Promoter shall be absolved of all their

liabilities in respect of the said amount and application and utilization thereof. The Allottee/s declare/s and confirm/s that the payment of the said sum as stated hereinabove is over and above the purchase price and also the various deposits and charges agreed to be paid by the Allottee/s and the same shall not be set off or adjusted against any other amount or amounts in any manner whatsoever.

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

44. At the time of registration of conveyance of the structure of the Building, the Allottee/s shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of Lease/Conveyance of the Layout Plot in favour of the Apex Body or Federation of Societies, the Allottee/s shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such lease/conveyance or any document or instrument of transfer in respect of the Layout Plot to be executed in favour of the Apex Body or Federation.

45. Allottee/s hereto confirm/s to ensure compliance of all conditions which are/may be made applicable from time to time by any authority/body with regards to all statutory permission/s obtained by the Promoter interalia for the said building. Allottee/s further agree and undertake that such conditions shall be binding on him/them and/or on the Association of the Allottee/s of the said Building.

46. **REPRESENTATION AND WARRANTIES OF THE PROMOTER**

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

- (i) The Promoter have clear and marketable title with respect to the Project Land; as declared in the title report annexed to this agreement and have/has the requisite rights to

carry out development upon the Project Land and also have/has actual, physical and legal possession of the Project Land for the implementation of the said Project;

(ii) The Promoter have/has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the said property;

(iii) There are no encumbrances upon the Project Land or the Project except mortgage created as disclosed in the Title Report (if any). The Promoter confirms that such mortgage (if any) created by the Promoter in respect of the Project land or the Project will not affect the right of the Allottee/s in respect of the said Apartment under this Agreement;

(iv) There are no known litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title report;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said property/Larger Land 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 said property and common areas;

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

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

(viii) The Promoter confirm that the Promoter are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;

(ix) The Promoter have/has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies,

impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the formation of the Society.

(x) Within the knowledge of the Promoter, no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Project Land except those disclosed in the title certificate.

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

- (i) To maintain the Apartment at the Allottee/s own cost in good and tenatable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the Building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- (ii) To ensure through himself/themselves and through the proposed Society of the Allottee/s that -
 - a) dry and wet garbage shall be segregated and given to the sweepers, since the TMC has made the said segregation mandatory, non compliance of which shall result in TMC not picking up the garbage.
 - b) the garbage shall be treated within the premises of the Society as per the directions of the TMC.
 - c) and to ensure regular and timely compliance of any directions of TMC or any other competent authority as may be issued from time to time.
 - d) to ensure through himself/themselves and through proposed society of the Allottee/s regular and timely compliance of any terms, conditions related to

environment or any other issues as may be laid down by any competent authority from time to time.

e) To proportionately contribute/pay to the Promoter as and when demanded either individually or through proposed society of Allottee/s for management and maintenance of solid waste plant/proposal.

- (iii) Not to do or suffered to be done anything to the Building entrance canopy, which may be against the rules, regulations or bye-laws of concerned local or any other authority.
- (iv) Not to encroach upon external and/or internal ducts/void areas attached to the Apartment by constructing permanent and/or temporary work by closing and/or using it, the said duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables etc. (For breach of any of the terms mentioned hereinabove, the Allottee/s shall be solely responsible for all the consequences arising because of the same.)
- (v) Not to affix or put any dish antenna outside the Apartment or change the position of A.C. condenser units (if any) installed in the Apartment or any of their accessories, which has the possibility to spoil the exterior elevation of the Apartment and the Building. The Allottee/s can after taking written permission from the Promoter put additional A.C. condenser unit/s in the location/space provided by the Promoter.
- (vi) Not to change the position of washing machine inlet/outlet, any other accessories, electronic equipment/s if any provided in the Apartment and the Allottee/s shall be liable to make good any damage caused as a result of the Allottee/s not complying with the said condition.
- (vii) Not to affix or put any grills outside the windows of the Said Apartment as well as not to change material, color, holes, windows, chajjas, railings, etc., which has the possibility of spoiling the exterior elevation of the Apartment and/or Building.
- (viii) Not to chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said Building or on the pardis/parapets/railing provided in the said Building. Further, the Allottee/s is not entitled to make any kind of holes/ core cuts etc. in R.C.C., in R.C.C. slabs or any

structural members. The Promoter have informed the Allottee/s that all the R.C.C. members, flooring, walls etc. form the structural members of the entire Building and/or modification thereto and/or any changes therein either structural or elevational, require strict technical inputs, since any damage to them would result in damage to the entire structure of the Building, which may lead to serious implications not only to the Said Apartment but to the entire Building. The Promoter have also informed to the Allottee/s that any such act on the part of the Allottee/s, is also criminally liable/ punishable under the relevant provisions of law.

- (ix) Not to put or keep plant pots, signboards and / or any object outside the windows of the Said Apartment.
- (x) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the Apartment is situated, including entrances of the Building in which the Apartment is situated and in case any damage is caused to the Building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- (xi) To carry out at his/her/their own all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (xii) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in

or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parris or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society, as the case maybe.

- (xiii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (xiv) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the Building in which the Apartment is situated.
- (xv) Not to use any location of all designated refuge areas in the said building for storage of goods or placement of ODUs and/or any such personal usage at all.
- (xvi) To pay to the Promoter within thirty days of receipt of demand notice issued by the Promoter his/her/their share of additional security deposit/charges/premium, if any, that may be demanded by the concerned local authority or Government for giving water, drainage, electricity or any other service connection to the Building in which the Said Apartment is situated.
- (xvii) To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s to any purposes other than for purpose for which it is sold.
- (xviii) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of

- any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter.
- (xix) The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company / Apex Body / Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xx) Till a conveyance of the structure of the Building in which Apartment is situated is executed in favour of Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building or any part thereof to view and examine the state and condition thereof.
- (xxi) Till conveyance/Assignment of Lease of the said property is executed in favour of the Apex Body/Federation in which the said Apartment is situated, the Promoter shall be entitled to and the Allottee/s shall not object to the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Layout Plot or any part thereof, including the Project Land, to view and examine the state and condition thereof.
- (xxii) Until the said property is fully developed not to obstruct or prevent the Promoter in any manner whatsoever from carrying out further construction of buildings or structures, in such manner as the Promoter may deem fit and proper, as per the sanctioned plans.
- (xxiii) The Thane Municipal Corporation has with reference to mechanical parking system/car lifts in the said building has informed that Allottee/s shall not hold Thane Municipal Corporation liable for failure of mechanical parking system/car lifts in

future. The Promoter has in turn informed the Allottees, that they have assigned the contract to install mechanized parking/car lifts in the said building to one **M/s. Ram Ratna Infrastructure Pvt. Ltd.** having office at: **Ram Ratna House, Oasis Complex, P.B.Marg, Worli, Mumbai – 400013**, who has vide an Undertaking-cum-Indemnity agreed to be liable for all such acts of omission and commission and has undertaken to indemnify and keep indemnified the Promoter and the said Allottee/s against any failure of mechanical parking system/car lifts/nuisance to the building and to adjoining wings/building which includes any litigation arising thereof. The Allottee/s hereby agree and confirm that in the event of any nuisance, damages, cost, etc. litigation/s, if any, will be specifically filed against the contractor/vendor as mentioned herein above during the subsistence of the contract. Further the allottee/s agree and undertake to not hold the Promoter or Thane Municipal Corporation liable thereof. The aforesaid contractor/vendor shall be liable for the full term of the contract as may have been assigned to him/them. The Allottee/s hereby irrevocably agree and undertake that the Organization/Co-operative Society of all the Allottee/s in the said building shall on expiry/termination of the said contract with the aforesaid contractor/vendor without any recourse to the Promoter appoint a contractor/vendor of their choice for management and maintenance of the mechanical parking system/car lift and shall get executed from such contractor undertaking cum indemnity indemnifying the Promoter, the Organization/Co-operative Society of the Allottee/s and the Thane Municipal Corporation in future against any ligation/s damages, cost consequences etc. arising out of failure, nuisance, mishap of mechanical parking system/car lift, etc; to the said building and/or to any adjoining wing/building.

- (xxiv) The Allottee/s agree/s to follow, bind himself/herself/themselves and agree to indemnify the Promoter by giving irrevocable consent not to combine/amalgamate two adjacent Apartment in the said building by making/constructing bigger Apartment or by whatsoever manner, the Allottee/s will not do any such alterations in the layout of the said Apartment, which may exceed the approved/sanctioned area of the single individual Apartment.

- (xxv) The Allottee/s have been informed by the Promoter that the Parking Space (Covered/Mechanized/Tandem) which may be provided for use in the said Building and/or adjoining/separate structure, type and size of such parking area may vary as per layout and parking arrangement. The Allottee/s have also been informed that they shall use the parking space to park vehicles of standard/permitted size, and that some large vehicles like S.U.V./M.U.V. etc. may not fit into the parking space, the Allottee/s hereto confirm and undertake the same and shall not raise any dispute and/or claim in future. The Allottee/s / Society shall contribute / pay proportionately to the Promoter, any charges/cost related to the operation and maintenance of the parking system, managed by the Promoter and/or any agency appointed by the Promoter, which shall be in addition to the maintenance cost of the Apartment / building.
- (xxvi) The Allottee/s agree and undertake not raise any nature of objection and record his/her/their consent for giving access to the third party plot/s and buildings going through the plot/building compound, to such owners/possession holders of the third party plots within the said property/layout.
- (xxvii) The Allottee/s shall not object to the plan and its implementation for the provision of Shopping Premises as building or part/adjacent to the said building and to the Purchase of the same by diverse Shop Purchasers. The Allottee/s shall not object for any authorize business in the Shop Premises by the Premises Purchasers/Owners/Licensees whatever the case may be and the clients, visitors and customers shall have free entry to ingress and egress thereto.

The Allottee/s agrees to sign on undertaking confirming interalia above along with other indemnities and letters before claiming/taking possession of the said Apartment being annexed hereto as "Annexure '____'",

48. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, and shall utilize the same only for the purposes for which they have been received.

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

50. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

51. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoter do not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 7 days of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar and/or authenticated authority duly appointed by the concern Government Registration Authority as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 7 days from the receipt of intimation received by the Allottee/s and/or appear before the Sub-Registrar and/or authenticated authority duly appointed by the concern Government Registration Authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever after deducting therefrom 25% of the consideration amount as compensation/damages.

52. ENTIRE AGREEMENT

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

53. RIGHTS TO AMEND

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

54. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S

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

55. SEVERABILITY

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

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

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

57. FURTHER ASSURANCES

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

58. PLACE OF EXECUTION

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

59. The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter or its authorized signatory will attend such office and admit execution thereof.

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

Allottee/s Address: _____

Notified Email ID : _____

Promoter Regd. Address: **514, Dalamal Towers, Nariman Point,
 Mumbai 400 021.**

Promoter Corporate Office Address: Olympia Bldg, Hiranandani Business Park,
Powai, Mumbai 76

Notified Email ID: malde.jyoti@hiranandani.net,
kadav.rupa@hiranandani.net,

It shall be the duty of the Allottee/s 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/s, as the case may be.

61. JOINT ALLOTTEE/S

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

62. STAMP DUTY AND REGISTRATION

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s alone.

63. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably and the same shall be referred as per the provisions of applicable laws and rules.

64. GOVERNING LAW

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

65. The said property described Secondly in the **Third** Schedule hereunder written and forming part of the entire lay-out for which the Locational Clearances aforesaid has been granted and same is

being developed under Special Township Scheme sanctioned aforesaid as per prevailing policy guideline for development of Special Township Scheme and the notification published in Government Gazette bearing No. Mudrank 2006/U.O.R.53/C.R.536/M-1 dated 15.01.2008, the copy of the same is annexed herewith marked with **Annexure '___'**, the stamp duty rates applicable for the project are 50% of the prevailing rates. According, on the basis of the above guidelines and notification, the Agreement for Sale for one of the Apartment has been adjudicated from Collector of Stamps, Thane City vide adjudication No. 703/2011 dated 26-Aug-2011 with 50% exemption payable in stamp duty. (As the present Agreement is on the similar lines of the Agreement already adjudicated).

66. In terms of Notification dated 25.05.2006, as per regulation clause No. 2(b) land as per the Govt. Gazette dated 15.01.2008 as special concession given to the Special Township Project, the stamp duty rates applicable in township area shall be 50% of prevailing rates of the Mumbai Stamp Act, thus an amount of Rs. _____/= (Rupees _____ Only) has been paid for proper stamp-duty on the consideration price/market value price as per ready reckoner on the execution of this presents.

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

FIRST SCHEDULE ABOVE REFERRED TO
(The said Larger Land 'A')

Part - I

Firstly :- All those pieces or parcels of land or ground situated, lying and being at Mouje Kolshet/Kavesar, Taluka and Registration District and Sub-District Thane, within the limit of Thane Municipal Corporation and bearing **Survey/Hissa Nos.**

Village: - Kavesar

Sr. No.	S. No.	H. No.	Area as per 7/12 Extract
1	52	2	560
2	52	3	6040
3	52	4	960
4	52	5	130

5	52	7	960
6	52	8	530
7	52	9	810
8	53	1	6810
9	54	2	250
10	54	3	530
11	54	4	400
12	54	6	230
13	54	7	2360
14	54	9	180
15	55	1	430
16	55	3	2070
17	55	4	400
18	55	5	960
19	55	6	180
20	55	7	2390
21	55	8	1720
22	55	10	430
23	56	7	760
24	56	10	1290
25	57	-	3060
26	58	5	7870
27	59	1	1820
28	59	2	3040
29	59	3	1590
30	59	4	4650
31	60	2	150
32	60	3	560
33	60	5	1010
34	60	6	1110
35	60	7	1820
36	61	1	9060
37	61	2	3410
38	61	3	3060
39	61	4	3110
40	61	5	380
41	62	1	4900
42	62	2	2250
43	62	3(1)	2280
44	62	3(2)	2200
45	63	1	1620
46	63	2	1540
47	64	-	4200
48	65	1A	760
49	65	1(Pt.)	750
50	65	2	510
51	65	3(Pt.)	590
52	65	3B	600
53	66	1	1570
54	66	2	2430
55	66	3	3030
56	66	4	3490

57	66	5	2020
58	66	6	3030
59	66	8	1720
60	66	10	560
61	67	1	7010
62	67	2	6930
63	67	3	810
64	67	4	2230
65	67	5	710
66	69	1(Pt)	8350
67	69	2	3570
68	69	3	3610
69	70	1A	1250
70	70	1B	1280
71	70	1C	3110
72	70	2	1240
73	71	2	5370
74	71	3	2730
75	71	4	250
76	71	5	100
77	71	6	400
78	71	7	450
79	72	1	580
80	72	2	400
81	72	5	2960
82	72	6	6400
83	73	1	1620
84	73	2	5460
85	73	3	1620
86	74	1	2280
87	74	2	5670
88	74	3	780
89	75	1	2660
90	75	2	990
91	75	3	2780
92	75	4	300
93	75	5	1740
94	75	6	780
95	75	7	2280
96	76	5	1800
97	76	6A	1270
98	76	6B	530
99	77	2	630
100	77	3	1110
101	77	5	130
102	77	6	380
103	115	1(Pt)	5800
104	115	2	400
105	116	2(Pt)	10720
106	116	4	400
107	117	1	2960
108	117	2A	5560

109	117	3	1490
110	117	4	530
111	117	5	530
112	117	6	1010
113	117	7	3290
114	118	1A	4730
115	118	1B	2020
116	120	1A	2380
117	120	1B	560
118	120	1C	2880
119	120	1D	760
120	120	2A	1770
121	120	2B	450
122	120	3	200
123	123	2A	600
124	123	2C	1500
125	123	2D	1100
126	123	7	360
127	123	12A	1000
128	123	12B	200
129	123	12D	400
130	123	12E	300
131	124	5	130
132	124	8	250
Village: -Kolshtet			
133	136	2	1100
134	136	3	900
135	136	5	300
136	136	7	800
137	136	10	500
138	136	11	700
139	137	1	2330
140	137	3	880
141	137	4A	1700
142	137	4B	1620
143	137	5	3720
144	137	7	2020
145	137	9	1340
146	137	10	380
147	138	7	2200
148	139	1	1840
149	141	1	3160
150	159	3	1540
151	165	3	3060
152	166	1A	2370
153	166	1B	3400
154	169	1	1510
155	169	2	3600
156	169	3	260
157	171	4	3240
158	176	4(A)	2440
159	176	4(B)	2130

160	177	3A	1740
161	180	2	6350
162	181	1	4880
163	181	2	3670
164	182	2	300
165	182	3	7940
166	183	1	680
167	183	2	3390
168	183	3	11620
169	184	1	2280
170	184	2A	440
171	184	2B	410
172	184	3A	790
173	184	4	230
174	184	5	2590
175	184	6	3520
176	184	7	1470
177	184	8	4090
178	185	2	4250
179	185	3	3620
180	185	4A	900
181	185	4B	820
182	185	6	780
183	185	7	5060
184	185	8	630
185	186	3	7640
186	186	4	300
187	186	6	910
188	186	7	880
189	186	8	510
190	187	1	8750
191	187	2A	1967
192	187	3	1800
193	188	1	1490
194	188	2	480
195	188	3	2120
196	188	4A	2780
197	188	4B	2020
198	189	1	350
199	189	2	4420
200	189	3A	3840
201	189	4	4000
202	189	6	3570
203	191	2	1870
204	191	4	300
205	191	5	530
206	192	1	960
207	193	1	1090
208	193	6	2960
209	194	2B	1780
210	194	2C	540
211	194	2D	1190

212	194	2E	300
213	197	4	450
214	198	2	2100
215	198	4	350
216	215	3	530
217	215	4	910
218	215	5	1210
219	215	6	1290
220	215	8	1740
221	216	2	4020
222	217	1	1160
223	217	2	5300
224	217	3	1140
225	217	4	830
226	218	2	730
227	218	7	530
228	218	9	910
229	220	3	350
230	221	1	810
231	221	3A	200
232	221	3B	200
233	221	4	530
234	221	5	3260
235	221	6A	690
236	221	6B	690
237	221	7	3290
238	221	8	1720
239	221	9	660
240	221	11	990
241	227	3	1520
242	227	4A	1130
243	227	4B	1130
244	227	9	610

Secondly :- All those pieces or parcels of land or ground situated, lying and being at Mouje Kolshet/Kavesar, Taluka and Registration District and Sub-District Thane, within the limit of Thane Municipal Corporation and bearing Survey/Hissa Nos.

Sr. No.	S. No.	H. No.	Area as per 7/12 Extract
1	123	1	5590
2	137	2	760
3	138	9	180
4	156	1E	910
5	161	4	1390
6	165	4(Pt)	1330
7	166	2A	3360
8	166	2B	530
9	166	3	860

10	167	-	2880
11	169	4	240
12	171	5	2480
13	172	1(Pt)	1140
14	173	2	5210
15	173	3	3440
16	173	4	1060
17	174	1(Pt)	810
18	174	2(Pt)	70
19	174	4(Pt)	810
20	177	2(Pt)	1900
21	179	1(Pt)	2935
22	179	2(Pt)	3620
23	180	3	4300
24	180	5	3640
25	184	3B	80
26	186	1/A	4500
27	186	1/B	4000
28	186	2	530
29	186	5	860
30	188	4C	2030
31	194	1	430
32	217	5	730
33	221	2A	380
34	227	7	1820
35	227	10	300
36	278	2	4000
37	278	3	2000
38	278	4(Pt)	3740
39	278	5	2280
40	296	2	3270
41	296	4	3270
42	296	5	3270
43	296	6	3270
44	296	8	3270
45	296	9	3270
46	297	2(Pt)	3675
47	297	3	4000
48	297	4	4000
49	297	6	3010
50	297	8	4000

51	298	1	4000
52	298	2	2000
Village Kavesar			
53	52	6	250
54	54	1	2350
55	54	8	280
56	55	2	380
57	55	9	830
58	56	1	1800
59	56	2	300
60	56	3	80
61	56	4	130
62	56	5	3160
63	56	6	1390
64	56	8	3710
65	56	9	1950
66	60	1(Pt)	2550
67	60	4	5640
68	72	3	510
69	72	4	1490
70	117	2B	1420
71	123	11	100
72	123	12C	800
73	123	12F	800
74	267	3(Pt)	570
75	267	6	2000
76	267	8	2000
77	267	12	2000
78	267	13	2000
TOTAL			Approx. 155280
Area of Special Township Project Locational Clearance granted by Government in Urban Development Department vide Notification No.TPS- 1206/1682/CR97/07/UD-12 dated 4/3/2009			Approx. 54.00 Ha.Are. (133.38 Acres)
Area added in Special Township Project by the Government in Urban Development Department vide Notification No. TPS- 1206/1682/CR97/07/UD-12 dated 7/8/2009			Approx. 28.85 Ha.Are. (69.78 Acres)
Total revised area of the Special Township Project			Approx. 97.778 Ha.Are.

Thirdly :- All those pieces or parcels of land or ground situated, lying and being at Mouje Kolshet/Kavesar, Taluka and Registration District and Sub-District Thane, within the limit of Thane Municipal Corporation and bearing Survey/Hissa Nos.

Village:-Kavesar

Sr. No.	S. No.	H. No.	Area as per 7/12 Extract
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1	58	1	510
2	58	3	1010
3	58	4	1590
4	63	3	6320
5	66	7	2940
6	66	9	860
7	280	-	3500
Village:- Kolshet			
8	156	1Pt	1880
9	157	2	2070
10	159	1	7710
11	165	2	3110
12	172	2	2200
13	173	1	7970
14	177	1	860
15	180	1	6900
16	180	4	1090
17	182	1	4560
18	182	4	5210
19	183	4	602
20	188	5	630

(The said Larger Land 'B')

Part – II

All those pieces or parcels of land or ground situated, lying and being at MoujeKolshet/Kavesar, Taluka and Registration District and Sub-District Thane, within the limit of Thane Municipal Corporation and bearing Survey/Hissa Nos.

Village : - Kavesar

Sr. No.	S. No.	H. No.	Area as per 7/12 Extract
1	281	-	5100
2	312	Pt	3280
3	313	Pt	10080
4	314	Pt	3870
5	315	Pt	23995
6	316	-	28380
7	317	-	30050
8	318	-	22260