

AGREEMENT

FLAT NO. - 2501
FLOOR - 25th
CARPET AREA - 43.270 Sq. Mtrs.
TOTAL CONSIDERATION VALUE RS. 99,75,000/-

This Agreement for Sale is made and executed at Navi Mumbai on this ____ day of _____, 2023.

BETWEEN

M/S LAL GEBI INFRA PRIVATE LIMITED, a company incorporated under Companies Act, 1956 (PAN NO.: **AAECL3308B**) having their registered office at **1201, Ellora Glisten, Plot no. 34, Sector No.14, Vashi, Navi Mumbai-400703**. through its Authorised Signatory **Mr. Suresh Bhanji Gami** Vide resolution dated 2nd May 2022, hereinafter referred to as the "**PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the directors, shareholders for the time being and their survivor or survivors, heirs, executors, administrators and assigns of such last survivor) of the **ONE PART**;

AND

Mrs. Priyanka Sahay, individual aged about **42 years** (PAN No. **BMYP0054F**), (AADHAR No. **6388-3199-3090**) residing at, **A-1702 Bumiraj Iraisaa, Plot No. 1, Sector-19, Near Full Stop Mall Sanpada, Navi Mumbai, Thane, Maharashtra-400705**. ("**Allottee**") (which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include his/her/their respective legal heirs/executors, administrators, permitted successors, assigns and nominees) of the Party of the **OTHER PART**.

("Promoter" and "Allottee" are collectively hereinafter referred to as "**Parties**")

WHEREAS:

A. THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED a company incorporated under the companies Act, 1956 (1 to 1956) and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai – 400021 (“**CIDCO**”), is the New Town Development Authority declared for the area designated as a site for the new town of Navi Mumbai by the Government of Maharashtra in exercise of its power under sub-section (1) of (3-A) of section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVII) (the “said Act”) for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of powers for the area designated as site for a New Town under sub-section (1) of section 113 of the said Act.

B. Vide ‘Allotment Letter’ dated 09/10/1991 bearing reference no. CIDCO/M/(Mkts.)/462/93, CIDCO offered M/s. Lubrizol India Limited (the ‘**Lubrizol**’) a leasehold land being Plot no. 1A admeasuring 3002.54 Sq. meters situated at sector – 26, Vashi, Navi Mumbai (the ‘**said Plot**’) on terms and conditions mentioned therein. The said Plot is more particularly described in the ‘**FIRST SCHEDULE**’ hereunder. The layout plan of the said plot is annexed hereto as. **Annexure ‘A’**.

C. Vide ‘Agreement’ dated 20/10/1992 CIDCO agreed to grant the said Plot on Lease to the Lubrizol for a period of 60 years commencing for enabling Lubrizol to perform terms agreed and upon terms & conditions mentioned therein (the said “**Agreement to Lease**”) and handed over possession of said Plot.

D. Vide ‘Lease Deed’ dated 12/09/2003 CIDCO granted said Plot on Lease to Lubrizol upon the terms and conditions as contained therein (the said “**Lease Deed**”). The said lease deed is duly registered with Sub-Registrar at Thane – 3 on 12/09/2003 under serial no. TNN-3/7185/2003.

E. Vide transfer order dated 13/02/2006 bearing reference no. CIDCO/EMS/AEO(HQ)/2006/5586 CIDCO permitted Lubrizol to transfer its lease hold rights in said Plot to M/s. Kamdhenu Home Makers LLP erstwhile M/s. Kamdhenu Home Makers Private Limited (the “**Kamdhenu**”) upon conditions mentioned therein.

F. Accordingly, vide ‘Deed of Assignment’ dated 04/10/2006, Lubrizol transferred all its rights, title, interest and possession of said Plot in favour of Kamdhenu upon terms and conditions as mentioned therein (the said ‘**Deed of Assignment**’). The said Deed of Assignment is duly registered with the sub-registrar of Thane – 3 under serial no. TNN-3/7089/2006.

G. Vide, “Deed of Modification’ dated 15/12/2017 CIDCO granted permission to Kamdhenu for utilizing additional FSI of 0.5 along with change of use from “Residential” to “Residential cum Commercial” use in respect of the said Plot upon terms and conditions as mentioned therein (the said ‘**Deed of Modification**’). The said Deed of Modification is duly registered with the sub-registrar of Thane -3 on 15/12/2017 under serial no. TNN-3/14061/2017.

H. Vide Transfer order dated 18-12-2020 bearing reference no. CIDCO/ESTATE-1/2020/8000073914, CIDCO granted permission to Kamdhenu to assign all its rights in respect of said plot in favour of the Promoter here.

I. Vide, 'Deed of Assignment' dated 16-12-2020, Kamdhenu assigned and transferred all its rights in respect of the said property in favour of the Promoter herein upon terms and conditions mentioned in therein. The said 'Deed of Assignment' is duly registered with the sub-registrar of Thane -11 on 16/12/2020 under serial no. TNN-3/12236/2020.

J. The Promoter has appointed a Structural Engineer **A. G. GOKHALE AND ASSOCIATES** for the preparation of the structural design and drawings of the buildings.

K. The Promoter has engaged an Architect registered with the Council of Architect being **M/S Triarch Design Studio** (the said "**Architect**").

L. Vide letter dated 21/03/2022 bearing reference no. N.M.M.C./TPO/BP/CASE NO./20211CNMMC18339/848/2022. (the said "**Commencement Certificate**") the NMMC has granted commencement certificate to the Promoter for developing said plot. In accordance to the said Commencement Certificate the Promoter is entitled to develop a 'residential cum commercial' project having Ground + 25 upper floor by utilizing **14476.458** Sq. mtrs out of total permissible built up area of **14541.600** sq. meters (the said "**Project**"). The said Project is more particularly described in "**SECOND SCHEDULE**" hereunder. A copy of said Commencement Certificate is annexed hereto as **Annexure "B"**.

M. In addition, the Promoter is providing podium amenities in the said project as is approved by the corporation. The Allottees has seen the proposed plans for the said project and consents to the same. The said project together with the amenities will constitute the whole project named as "**GAMI JADE**".

N. The Promoter has mortgaged their said Plot and the Project with LICHFL-AMC. They have issued a NOC for the sale of the said unit which is appended hereto as **Annexure "C"**.

O. The 'Title Certificate' dated 24/08/2021 issued by Advocate **Acelegal** for said plot has been seen and inspected by the Allottees. A copy of said Title Certificate is appended hereto as **Annexure "D"**.

P. The Promoter has registered the said project under the provisions of the Real Estate (Regulation & Development) Act, 2016 (the "**RERA**") with the Real Estate Regulatory Authority under **Registration no - P51700034661**. A copy of the certificate of registration is appended hereto as **Annexure "E"**.

Q. Upon the demand of Allottees the promoter has given Allottees the following documents for inspection;

- a. Allotment letter dated 09th October, 1991 from CIDCO to M/s. Lubrizol India Limited.
- b. Agreement dated 20th October, 1992 between CIDCO and M/s. Lubrizol India Limited.

- c. Lease Deed dated 12th September, 2003 executed between CIDCO and M/s. Lubrizol India Limited.
- d. Transfer Letter dated 13th February, 2006 from CIDCO for transferring said plot to M/s Kamdhenu Home Makers LLP.
- e. Deed of Assignment dated 04th October, 2006 between M/s Kamdhenu Home Makers LLP and M/s. Lubrizol India Limited
- f. Deed of Modification dated 15th December, 2017 between M/s Kamdhenu Home Makers LLP and CIDCO.
- g. Transfer letter dated 18/12/2020 from CIDCO for transferring said Plot to Promoter.
- h. Deed of Assignment dated 16/12/2020 between M/s Kamdhenu Home Makers LLP and Promoter.
- i. Commencement Certificate dated 21/03/2022 bearing no. N.M.M.C./TPO/BP/CASE NO./20211CNMMC18339/848/2022.
- j. Mortgage Deed Dated 15/11/2021.
- k. Title Report dated 24/08/2021 issued by **Acelegal**.
- l. RERA registration Certificate bearing no. **P51700034661**.

R. The Allottees has taken inspection of the aforesaid documents and writings including sanctioned plans, and other relevant documents and have perused RERA portal, the Allottees visited the site of construction and made himself/ herself familiar with the terms and conditions imposed by the NMMC and other relevant authorities. The Allottees/s binds himself/herself/themselves to adhere with terms and conditions of the above documents. The Allottees/s have inspected, verified and satisfied with the Title of the plot and shall not raise any objection/ dispute with respect to the same in future.

S. The Allottees has applied to the Promoters for allotment of **Flat No. 2501** on the **25th Floor**, admeasuring about **43.270 sq. mtrs** of carpet area (the "**said flat**") on floor of the Project which is more particularly described in "**THIRD SCHEDULE**". A copy of floor plan is appended hereto as **Annexure "F"** and the said Flat is marked separately in the floor plan. Further, Allottee has requested the Promoter for allotment of **One parking space** in mechanical stack parking system **having No.162** and situated on **3rd Floor** of the building. A copy of said car parking plan is appended hereto as **Annexure "F1"**

T. The Allottees has offered to pay to the Promoter a sum of **Rs. 99,75,000/- (Rupees Ninety Nine Lakh Seventy Five Thousand Only)** as consideration for transferring the said flat in name of Allottees which the Promoter has accepted upon such terms and conditions as contained in this agreement. Before the execution of these presents the Allottees has paid to the Promoter a sum of **Rs.4,00,001/- (Rupees Four Lakh One Rupees Only)** being the Part of total basic consideration of the said flat agreed to be sold by the Promoter to the Allottees the receipt whereof the Promoters do hereby admit and acknowledge. The Allottees has agreed to pay to the Promoter the above consideration to avail the benefits of discounted booking price.

U. The parties have accordingly decided to record their agreement in writing for transfer of said Flat upon the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. PROJECT:

1.1 The Promoter shall under normal conditions develop the said entire project in accordance with the plans, designs, specifications as is finally approved by the competent authority with only such variations as may be required to utilize the total FSI and as approved by the competent authority or the Government.

1.2 If required by competent authority or Government, the Promoter shall carry out minor modifications as may be deemed fit. The Promoter shall also be entitled to carry out the amendment to the plan resulting in any addition / alteration to the existing floors due to additional FSI being available or otherwise. In all other cases the Promoter shall seek prior consent of the Allottees, if such additions / alterations are adversely affecting the unit allotted to the Allottees and to the said project.

1.3 The Promoter has represented under this agreement that it is entitled to develop the said plot by utilizing the total FSI of **14541.600 sq. mtrs.** available on the said plot. Accordingly, the Allottee has given its consent to the Promoter to develop the said plot by utilizing total potential FSI of **14541.600 sq. mtrs.** as per plan sanctioned by competent authority from time to time.

1.4 The Promoter has proposed to provide Swimming Pool on 3rd Podium, Gymnasium, Society office on the part of 24th Floor and other Amenities on the Terrace Floor which are always subject to approvals of concerned Authorities at the time of obtaining Occupancy Certificate and thereafter.

2. DESCRIPTION OF FLAT:

2.1 The Allottees hereby agrees to purchase from Promoter and Promoter hereby agree to sell to Allottees **Flat No.2501** carpet area admeasuring of **43.270 sq. mtrs** on the **25th floor** of the Building "**GAMI JADE**" (the "**said Flat**"). Further, Allottee shall be entitled to **One Car parking** space in mechanical stack parking system **having No. 162** and situated on **3rd Floor** of the building. The said Flat is more particularly described in "**THIRDSCHEDULE**".

2.2 The Promoters have further represented that as per the sanctioned Building plans, NMMC has sanctioned certain additional areas as permitted under UDCPR. The aforesaid additional areas are fused to the said Flat. However, the Promoters have not charged any additional consideration for the aforesaid additional areas from the Purchaser/s. The Certificate of the Architect detailing the said additional areas is annexed hereto and marked **Annexure "G"**.

2.3 The fixtures, fittings and amenities to be provided by Promoter in the said Flat are those that are set out in **Annexure “H”**. Promoter shall not be obliged to accept or accede to any request from Allottees for making any changes in the amenities to be provided by Promoter.

3. CONSIDERATION:

3.1 It is mutually agreed by and between the parties that consideration for sale of said Flat shall be **Rs. 99,75,000/- (Rupees Ninety Nine Lakh Seventy Five Thousand Only)** (the “**said Consideration**”). The said consideration amount does not include the taxes and other statutory payments which are to be paid separately by Allottees. The consideration as agreed between the parties hereto for the sale of said flat has been determined on the basis of all disclosures.

3.2 The Allottees has negotiated the consideration herein above by offering to pay to the Promoter the said consideration on the execution of this agreement which has been accepted by the Promoter as per FOURTH SCHEDULE.

3.3 Allottees hereby agrees to pay the escalation on said consideration on following grounds:

- a. Any increase on account of development charges payable to the competent authority.
- b. Any other increase in charges which may be levied or imposed by the competent authority from time to time.
- c. Additional cost/charges imposed by the competent authorities,
- d. The Promoter may charge the Allottees separately for any upgradation/ changes specifically requested by the Allottees in fittings, fixtures and specifications and any other facility.
- e. Additional/ new taxes that may be levied from time to time.

4. ADDITIONAL CHARGES:

The Allottees shall, on or before delivery of possession of the said Flat pay to the Promoter further total amount on following account:

The Purchaser/s shall pay and bear all the following Charges, Deposits and Expenses to the Promoters as and when demanded:

- a. Legal and document charges at the time of execution of this Agreement.
- b. Valuation report.
- c. Development Charges / Transfer Charges / Infrastructure Development Charges payable to CIDCO Ltd./ NMMC.
- d. Proportionate Stamp duty and registration charges for Lease Deed / Deed of Assignment.
- e. Water and Drainage connection deposit and meter charges or any other charges imposed by the CIDCO Ltd./NMMC or other Government authority.

- f. Electricity connection, meter deposit, BSES service charges or any other electricity service provider charges, cable charges and transformer charges payable to concerned departments/authorities.
- g. Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges.
- h. Proportionate Property Tax in respect of the said Plot/ said premises from the date of execution of this Agreement or from the date of Promoters obtaining the Part/Full the Occupancy Certificate as applicable.
- i. Stamp duty and registration charges on Premises Shall be paid by promoters. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Purchaser/s shall be liable to pay the same.
- j. Service Tax, VAT, Cess, GST or any other taxes or charges levied by the state or Government authorities.
- k. Any other charges, taxes and expenses levied by the Government authorities.

5. MODE OF PAYMENT:

5.1 All payment shall be made by Allottees by drawing cheque/ DD / RTGS in the name of “**LAL GEBI INFRA PVT LTD.**” or other account as Promoter may intimate subsequently to the Allottees. Allottees shall also pay other statutory dues, which may be levied from time to time.

Details of Bank Accounts are as provided herein below:

NAME	LAL GEBI INFRA PVT LTD VASHI COLLECTION A/C
BANK NAME	IDBI BANK
BANK ACCOUNT NUMBER	0123102000042495
BRANCH NAME	VASHI
IFSC CODE	IBKL0000123
MICR CODE	400259015

5.2 Allottees shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of such deduction is made.

5.3 Provided that the receipt for the payment made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottees and the TDS certificate is received by Promoter from Allottees.

5.4 The Allottee has made payment towards booking of the said unit which has been adjusted against the consideration as mentioned hereinabove. Promoter hereby acknowledges the receipt thereof and the details of the payment received are mentioned in the Receipt.

5.5 The Allottee shall also pay GST as per prevalent rates and rules and regulations through separate cheque drawn in the name of "M/S LAL GEBI INFRA PVT LTD."

6. PAYMENT OF STATUTORY DUES AND TAXES:

6.1 In addition to the Consideration of said Flat as above the Allottees shall pay to Promoter all statutory taxes (as made applicable from time to time) like GST or any other charges, levy, tax, duty by whatever name called, as made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottees at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Allottees shall make over such payment to Promoter within ten (10) days of notice of demand from Promoter.

6.2 Further, the Allottees shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty, legal charges and registration charges. The Promoter undertakes to make themselves available through an authorized representative for purpose of registration at fifteen (15) days' notice from Allottees. The Promoter shall not be liable under any law for any delay, laches and / or negligence shown by the Allottees in presenting this agreement for registration before the competent authority. The Allottees indemnifies the Promoter against any claim, action, judgment, cost, expenses, penalties that may arise on Promoter due to inaction or noncompliance of obligation under this Agreement or under any other law.

6.3 If Taxes, Charges, Duties of any nature is levied by the Government, or statutory bodies on this transaction, the same shall be payable by the Allottees directly or through the Promoter as the case may be. If any such Taxes, Charges, Duties of any nature is paid by the Promoter then same shall be reimbursed by the Allottees to the Promoter at all time. The Allottees indemnify and keep indemnified the Promoter against any payment to be made to the concerned department on account of GST or other Taxes, Charges, Duties of any nature whether in present or in future.

7. NOTICE OF DEMAND:

7.1 Upon the instalment of consideration and other charges becoming due, the Promoter shall issue a notice of demand giving ten (10) days' time from date of notice to Allottees for making the payment. The said notice of demand shall be accompanied by certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.

7.2 Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post/ email-id at the address mentioned in notice clause of this agreement and such dispatch shall be treated as sufficient compliance from Promoter. Thereafter the Allottees shall be barred from claiming non receipt of the notice of demand.

7.3 Timely payment of all the above instalments/amount on their respective due dates and any other sum payable under this agreement by the Allottees is the essence of this

contract/Agreement. Constructive and physical possession of the said Flat shall be handed over to Allottees by the Promoter only upon receipt of all payments mentioned in this agreement.

8. DEFAULT BY ALLOTTEES:

8.1 Following shall be deemed to be default on the part of Allottees during the construction stage and after:

- a. Default in making timely payment of sums due as mentioned in this agreement.
- b. Creating nuisance on the site resulting in danger/damage to the said project/land, threat to life;
- c. Delay in accepting the possession of the unit within a period of one (01) month on intimation to take possession by Promoter;
- d. Refusing/delaying to take membership of society formed for the said project;
- e. Breach of any terms and conditions of this agreement.
- f. Breach of any law or provisions thereto.
- g. Obtain forceful occupancy/ possession of said Flat before receipt of occupation certificate by competent authority.

8.2 The Allottees shall not be in default if he removes/remedies such breach within fifteen (15) days of receipt of notice from the Promoter to the Allottees as per clause 9.2.

9. TERMINATION OF AGREEMENT:

9.1 On the Allottees committing default in payment on due date of any amount due and payable by the Allottees to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottees agrees to pay to the Promoter simple interest at the rate of the Promoters construction finance highest interest cost +2%, on all the amounts which become due and payable by the Allottees to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottees to the Promoter till date of actual realization of payment. However, such entitlement of interest shall not be deemed to be a waiver of Promoters right to terminate this agreement as per the provisions of this agreement.

9.2 Without prejudice to the right of the promoter to charge interest in terms of sub clause 9.1 above, on the Allottees committing default as per clause 8.1 above and on the Allottees committing continuous default even after notice of termination, the Promoter shall at its own discretion, may terminate this Agreement. Provided that, Promoter shall give another notice of fifteen (15) days in writing to the Allottees, by registered post AD/ Speed post/ email-id at the address provided by the Allottees of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottees fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the promoter may terminate this agreement unilaterally.

9.3 Upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottees the payments made by him till that date (subject to adjustment of 15% of the consideration or Rs. 5,00,000/- whichever is higher as liquidated damages and service charge) such refund shall be issued in an account intimated by the Allottees herein within a period of thirty (30) working days of the registration of cancellation/ termination deed and expulsion of the Allottees from the membership of the society as per clause 9.4. If the Allottee has obtained a loan from any financial institution against the mortgage of the said flat, it shall be the responsibility and liability of the Allottee to obtain NOC for such termination from the said institution. The refund due and payable by the Promoter as per this agreement shall be made directly to such financial institution after the Allottee has obtained NOC. Any balance amount after discharging the financial institution shall be paid to the Allottee.

9.4 The Promoter shall also move for expulsion of the Allottees from the membership of the society as per by laws of the society, and submit a copy of termination notice to such society. No separate consent of Allottees will be required for such expulsion.

9.5 Upon termination of this Agreement the Promoter shall be at liberty to dispose of and sell the unit to such person and at such price as the Promoter may in his absolute discretion think fit.

Provided that in the event of default as above the Allottees shall not raise any objection to termination made by the Promoter and that Promoter is authorized to unilaterally register the cancellation deed with the registrar suo-moto without any recourse to the Allottees.

9.6 If the allottee terminates this agreement then the Promoter will be entitled to forfeit an amount of **Rs.5,00,000/- (Rupees Five Lacs only)** or 15% of the consideration whichever is higher and refund the balance amount paid by the Allottee. The Promoter is not liable to refund the taxes and other statutory charges collected from the Allottees. The Promoter shall refund the balance amount only upon execution and registration of formal Cancellation Deed by the Allottee. The Promoter may at its own option also approach the authority under RERA for seeking appropriate order for cancellation of this agreement.

10. DECLARATION BY THE PROMOTERS:

Promoter hereby declares as follows:

10.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Competent Authority and the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Allottees, apply to the concerned local authority for occupation and completion certificate in respect of the Unit and obtain the said certificate as per the provisions of law.

10.2 The Project amenities are being developed along with the project. The buildings would be completed and handed over to the society. The amenities would be handed over to the Society/confederation once the project is complete and said plot is conveyed to the association/Society of unit purchasers in the project. The Allottee is entitled to use the amenities as and when they are completed introspective of formal handing over to confederation provided the Allottee has become a member of society and has taken possession of its flat.

10.3 The Promoter will not be liable for any loss, damage, injury or delay caused due to 'Maharashtra Electricity Distribution Co. Ltd.' defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or CIDCO infrastructures like road, drainage, street light or such other service connections necessary for occupying the said Flat. The Allottees hereby indemnifies the Promoter from any claims made for delay on the above count.

10.4 That the Promoter would be entitled to put up sign boards, neon sign boards displaying its Project name and Promoters Group Name in any part of the project like terrace, common area and garden etc. The Promoter/ Society at its own cost would maintain the said board till the said plot is conveyed to the Society/association of Allottees. The Allottees shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.

10.5 That the Promoter is entitled to use different design, brand, shape, size and colour material than that mentioned in the amenities Annexure-H in the event the supply of promised material is withdrawn by the supplier or for any other reason. The Promoter undertakes and assures that it will use only good and standard quality material close to the quality of material and of such specification as mentioned in the list of amenities.

10.6 The carpet area of the said Flat which is proposed to be constructed in the said building is approximate **43.270 sq. mtrs**, however the actual carpet area of the may vary up to 3% due to design and construction exigencies In the event of there being a difference of more than 3% between the actual carpet area of the said Flat from the carpet area as mentioned herein at the time of the offering the possession of the said Flat, then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Allottees agrees to pay the differential amounts, if the area is increased beyond 3% within forty-five (45) days of such demand being made by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money (without any interest) paid by Allottees within forty-five days from such demand being made by the Allottees. If there is any increase in the carpet area of the said Flat allotted to Allottees, the Promoter shall demand additional amount from the Allottees as per the next milestone of the Payment Plan or thereafter as the case may be and the Allottees shall pay such additional amounts within a period of forty-five (45) days from the date of such demand being made by the Promoter. However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said Flat and the carpet area as mentioned herein is less than or equal to 3%. The area certified by the Project Architect shall be final and binding on both parties.

10.7 If any structural defects of workmanship quality is discovered within five years from the date Promoter issuing possession letter to Allottees for taking possession of the said Flat, then, wherever possible such defects shall be rectified by the Promoter through the respective Original Agencies at his own cost and in case it is not possible to rectify such defects, then the Allottees shall be entitled to receive from the Promoter, compensation for such defects in the manner as provided under the Act. This warranty is applicable only if after occupying the unit the Allottees maintains the unit in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing flooring, plumbing systems, electrical wiring, sanitary systems and fitting, fixing false ceiling or doing any work affecting and damaging the columns and/ or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association, this warranty shall stand lapsed. Further, in the following cases where the Allottees (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Damage any portion of the neighbor's unit or common area by drilling or hammering etc. and (iii) make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. the aforesaid warranty given by the Promoters shall not be invocable.

11. AMENDMENT TO PRESENT SANCTIONED PLAN:

11.1. The Promoter has shown the proposed plan to the Allottees. The Allottees has understood the proposed changes and thereby accord unconditional and irrevocable approval and consent to the Promoter to obtain a revised sanction of the above proposed plan at the cost and effort of the Promoter and utilise it for self by the Promoter. The Allottee shall not claim any rights in such additional FSI.

11.2. The Allottees also undertake and assure the promoter that he/she shall not raise any objection or seek either any cost, interest, compensation or refund of consideration by whatever name called or seek cancellation of the agreement on the basis of revision of the sanctioned plan as disclosed above.

12. DECLARATION BY THE ALLOTTEES:

Allottees hereby declares as follows:

12.1 Allottees have verified the documents including title search report and the conditions of development certificate, commencement certificate and the sanctioned plan. The Allottees is satisfied that the Promoter has absolute, clear, developable and marketable title to the said plot so as to enable it to convey the said plot to the society to be formed.

12.2 Allottees have verified and understood the plan prepared by the promoter for the said Project and he/she hereby gives irrevocable and unconditional consent for the promoter making changes in said Project as per said proposed project upon getting permission and sanctions from the concerned authority. The Allottee hereby undertakes to execute all documents as and when required by the Promoter. The Allottee hereby undertakes to execute all documents as and when required by the Promoter for the purpose of revising the existing plan and for development.

12.3 Allottees shall not in any case interfere with the development activity undertaken in respect of said entire project and also more particularly for the said Flat.

12.4 Allottees are eligible and entitled to purchase the said Flat and Allottees hereby assure, undertake and guarantee that the Allottees shall use the said Flat or any part thereof or permit the same to be used for purpose of permitted use. Allottees shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or sub division of such common area.

12.5 Allottees have seen the Typical Floor Plan, layout plan and Building plan in respect of the proposed construction to be put up on the said plot. Promoter has informed the Allottees and the Allottees is aware that Promoter hereby reserve full right and absolute authorities to utilize the entire FSI, additional FSI, TDR or any incremental FSI / building potential including the full and absolute right to revise the building plan and utilize the balance permissible FSI / TDR available on the said land by constructing Building as mentioned herein and reserve for further development in accordance with the terms of this Agreement and the Act and Rules of said Real Estate (Regulation and Development) Act, 2016. Further, Promoter shall be entitled to utilize, construct, develop and sell / dispose of the premises so constructed by utilizing such FSI, additional FSI, TDR or any incremental FSI / building potential in such manner and in such phases in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society is formed or Deed of Conveyance / Deed of Assignment is executed by the Promoter. For the aforesaid purpose, Promoter shall have the right to make addition, raise storey or to put up additional structure which shall be the Promoter's sole property, which Promoter alone shall be entitled to dispose them off in such a manner and on such terms as Promoter may deem fit or proper and Promoter hereby consent to the same. Promoter shall, after consuming such balance and/or additional FSI / TDR or any incremental FSI / building potential by constructing such permissible tenements on the said plot, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper.

12.6 The Allottees has verified and perused the development permission and commencement certificate and the conditions contained therein. The Allottees have also understood the future development plan. The Allottees has also visited the site and understood the infrastructure available currently and have inquired about the role of government agencies like NMMC/CIDCO LTD etc in providing permissions and infrastructure for the project.

12.7 The Allottees has taken a decision to purchase the unit at this stage of the project due to reduced pricing and hence has agreed to take project risk of delays due to various infrastructural issues and government delays. The Allottees understands that in future the prices of units will go up and therefore to save substantial money the Allottees has taken a decision.

12.8 The Allottees hereby assure and undertake that he will not hold the promoter liable for any delays which are beyond the control of the promoter especially delays attributable to CIDCO, NMMC or delays due to the various amendments made to governmental policies during the development of the said project. The Allottees declare that he will not claim any interest or compensation from promoter or any other benefit in any other manner due to changes made by the government authorities or planning authorities or due to delay in obtaining permissions by promoter. The Allottees has agreed to off-set the benefit of lower pricing of Flat against any delay in future.

12.9 If Allottees wish to make a site visit before possession, prior written permission from Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to Allottees or to any of his family members or friends.

12.10 Allottees shall make timely payment of the demand raised by Promoter. In case of default in payment, the Allottees shall remedy the default within the period prescribed in this agreement. The Allottees shall not object to the cancellation of this agreement if the default continues.

12.11 The Promoter may complete any part, portion or any floor of the said building and obtain part occupation certificate and give possession of the said flat to the Allottee hereof and the Allottee shall not be entitled to raise any objection thereto. If the Allottee takes possession of the said flat in such part completed building, part or portion or floor, the Promoter or its agents or contractors shall carry on the remaining work with the Allottee occupying the said flat. The Allottee shall not object to, protest or in any way obstruct in the execution of such work even though the same may cause any nuisance or disturbance to him/it.

12.12 In the event of any alteration or change in plan the Allottees will revert with their objection in writing with their reasons within 07 days of receipt of intimation from Promoter failing which it will be presumed that the Allottees has no objection. The Promoter will be entitled to proceed with the change/ alteration.

12.13 The Allottees shall obtain "No Objection Certificate" and "No Dues Certificate" from Promoter to transfer the right, title and interest in respect of the said Flat to third party. The Promoter shall grant such NOC only after all dues payable under this agreement has been paid by the Allottees Without obtaining the said certificates any document executed by Allottees in the name of a third party shall be treated as 'void-ab-initio'.

12.14 The Allottees has represented that, he accepts the allotment of **parking space** in a mechanical stack parking system. Further, the Allottees understand the operational system of

such mechanical stack parking system and assures to extend full cooperation and understanding with respect to sharing of the said Mechanical stack parking system with other Allottees.

12.15 Any default by the Allottees would be treated as breach of contract and the promoter would be entitled to claim cost and compensation and cancellation of this agreement coupled by forfeiture of advance given by the Allottees.

12.16 The Allottees shall not hold the Promoter liable for the delay caused due to the Force Majeure as mentioned in this agreement or due to delays in any permissions or services like water supply, electricity connections to be provided by any competent authority including the corporation or due to reasons beyond the control of the promoter.

13. UNDERSTANDING BETWEEN THE PARTIES:

The Promoter and the Allottees also agree to the following:

13.1 The Allottees shall be permitted/ allowed to occupy the said Flat only upon obtaining Occupancy Certificate/Part Occupation Certificate and possession letter from the Promoter and after making all payments as per this agreement.

13.2 The Allottee shall not request/demand permission to carry out the interior works in the said Flat prior to receipt of the Occupancy Certificate.

13.3 Promoter shall be entitled to inspect all interior works carried out by the Allottees. In the event Promoter finds that the nature of interior work being executed by the Allottees is violating any approved plans or permissions, harmful to the said Flat or to the structure, facade and/or elevation of the said Building then, Promoter can instruct the Allottees to stop such interior work and the Allottees shall stop such interior work at once, without raising any dispute. Thereafter the Allottees at their own cost shall make the rectification to restore such unapproved changes to its original state.

13.4 The Allottees will ensure that the debris from the interior works shall be dumped in an area of the flat and will be cleared by the Allottees, on a daily basis, at no cost to Promoter and no nuisance or annoyance to the other Allottees. All costs and consequences in this regard will be to the account of the Allottees.

13.5 The Allottees will further ensure that the contractors and workers (whether engaged by the Allottees) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of wastewater, thus resulting in perennial choking and leakage in the said Flat or the Building.

13.6 The Allottees shall ensure that the contractors and workers, do use the toilets in the said Flat Only and not spoil any part of the building.

13.7 All materials brought into the said Flat for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottees and that Promoter will not be held responsible for any loss/theft/damage to the same.

13.8 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottees at his/her/their/its own cost, and that Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottees alone.

13.9 During the execution of interior works, if any of the Allottees contractor / workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said Flat and the Building. Further, the Allottees shall be responsible for acts of such persons.

13.10 The Allottee shall extend full cooperation to Promoter, their agents, contractors to ensure good governance of such interior works.

13.11 The Allottee ensures that the contractors hired by the Allottees shall not use lift for the purpose of carrying the materials of interior work and if any damages is caused due to same it shall be repaired and brought to its original condition by the Allottee at their own expense within 30 days of written notice from the Promoter.

13.12 Having regard to the elevation of the buildings in the said project, the Allottees shall not fix grills/ railings. The Allottees shall affix the external grill /railings of such common design as shall be finalized by the Promoters in the manner and as per the specifications given by the Promoters after the formation of Society/Association. Accordingly, the Promoter has informed the Allottees that with a view to maintain the aesthetics and elevation of the said Building, the Allottees shall, not extend the railings provided to the said Flat/ fix the grills of any random design to the windows/ balcony,

13.13 Similarly, the Allottees shall not install individual Dish Antenna for the Set Top Box on the common Terrace on the Top Floor. The Promoter shall grant permission to install common BDU/MDU to the a preferred service provider only in the area specifically earmarked for the said purpose. Further, Noany other new/ additional facility/ service/s, should be allowed to be installed by the Allottees individually. The Promoters at its sole discretion shall grant permission to one or more service providers to install common infrastructure for DTH and other services for providing services to all Allottees of the building.

13.14 Not put or place flower pots, Vases or any plantations outside the Windows.

13.15 The Allottees shall extend full cooperation to Promoter, their agents, contractors to ensure good governance of such interior works.

13.16 The Allottees shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter and access to any fire, electrical, plumbing ducts/shafts in no manner be blocked or denied during the life of the building.

13.17 The Allottee shall not store any of their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.

13.18 The Lift facility in this Project shall be used as per rules of the Co-operative Society formed for the management of said Building/s. It is to be economically used. The Allottee as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoters. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Co-operative Society or Promoters shall not become responsible for it and the Allottee or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from them and the Allottee hereby give his / her/ their assurance and consent in it.

13.19 The Allottees ensures that the contractors hired by the Allottees shall use only the designated (to be finalized by promoter on possession) lift for the purpose of carrying the materials of interior work and if any damages are caused due to same it shall be repaired and brought to its original condition by the Allottees at their own expense within 30 days of written notice from the Promoter or shall be deducted from any such security deposits collected.

13.20 The Allottee hereby further undertake that at the point of time when there is Lease Deed/Deed of Assignment/ Conveyance Deed being prepared, the Promoters shall add the above mentioned conditions in the Lease Deed/Deed of Assignment/Conveyance Deed. The said clause shall be binding on the entire Society and its members.

13.21 The Promoters have explained and the Allottees have understood and Accepted that the said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the contractors, sub-contractors, suppliers of various materials, the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts up to the expiry of warranty period so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the common project amenities wherever applicable. That the Allottees or the Society shall at its own cost before the expiry of such warranties, shall obtain renewal

comprehensive annual maintenance contracts from various Manufacturers and Service Providers.

13.22 That The Promoters have made aware and that the Allottees expressly agrees that the regular wear and tear of the Premises/building/ phase/ wing includes minor hairline cracks on the external and internal walls, floor and wall tiles, excluding the RCC structure which happens due to variation in temperature, seismic movements and various other reasons inherent to any premises/buildings/wings and which do not amount to structural defects and hence any such defects / hairline crack etc. cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defect sin materials used, in the structure built of the Premises/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. The Professional Fees of such expert/surveyor shall be born and paid by the Purchaser/s alone.

13.23 The Promoters have provided the necessary car parking space on the podiums. In this regard, the Promoters have categorically informed the Allottee & the Allottee has/ has noted the following:

- a. The Allottee / Co-operative Society that shall be formed shall operate and maintain the Car Parking area and the Car Parking System.
- b. The Allottee shall not enclose or encroach on the parking area that is being provided to the Society. This area being left as parking shall remain as approved by the authorities and as per plan and the Allottee hereby further undertake that the parking area shall not be enclosed at any later state, failing which the concerned Authority is liable to take legal action against the Allottee and the Society.
- c. The Allottee shall use the part of Mechanical Stack Car Parking System and share with other Allottee of the said Mechanical Stack Car Parking System as per the operational working of the said Parking system.
- d. The Promoter at is sole discretion allot a Mechanical Stack Car Parking System on sharing basis with Allottees and that the Allottee shall not object or raise any dispute to allocation of a particular Mechanical Stack Car Parking System and/or particular space in part of the Parking System.

14. DATE OF POSSESSION AND FORCE MAJEURE:

14.1 Promoter shall give possession of the Flat to the Allottees on or before **31.12.2025**_date subject to receipt and realization of all amounts payable by the Allottees under this Agreement and receipt of all approvals from competent authority and other conditions as mentioned in this Agreement. For the purpose of this clause the certificate from the Architect certifying completion of the construction shall be considered as final and binding.

14.2 That the Promoter is entitled to reasonable extension of time for giving possession of unit on the aforesaid date, if the completion of building in which the unit is to be situated is delayed on account of court / authority staying either in full or in part any part of the construction / development on the said plot, non-availability of construction material, war, flood, drought, fire, cyclone, lockdown as per order issued by Central or State government, pandemic, epidemic, earthquake or any other calamity caused by nature affecting the said project, or for delay in supply of electricity and/or water by concerned government departments or for any other justifiable reason or circumstances. The Promoters shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, NMMC/CIDCO, Municipal, Environmental Agency, revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by the Promoters from time to time.

14.3 Notwithstanding anything contained in this Agreement or in this clause the Promoter shall not incur any liability if the Promoter is unable to deliver possession of the said Flat as mentioned herein above, if the completion of the said complex/building is delayed for any reason of non-availability of steel or cement or other building materials or on account of labour trouble, civil commotion, riot or any Act of God or on account of any notice under other public body or authority or on account of withholding or delaying in the grant of the building completion certificate, water connection, electricity connection and/or any other necessary permission of sanctions by the NMMC/CIDCO, Government, the said NMMC/CIDCO and/or any such other or similar public or authority or beyond the control of the Promoter and /or force majeure.

14.4 The Allottees shall take possession of the said Flat within one (1) month from the date of receipt of Occupancy Certificate/Part Occupancy Certificate in respect of said project and/or intimation letter from Promoter for taking possession of said flat. The Allottees must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said flat and also become a member of the society by executing relevant documents.

14.5 On getting the occupancy certificate, the Promoter may handover possession of the said Flat to the Allottees even though electricity and water supply have not commenced by the respective competent authorities. The Allottees shall not raise any claim/ demand on the Promoter for the delay in getting the supply of electric and water. On the Promoters offering possession of the said flat to the Allottees, the Allottees shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

14.6 Deposit Advance Maintenance for the period as determined by the promoter

15. RESERVATION FOR PARKING:

15.1 Allottee has requested for reservation of **One car parking** of the Mechanical Stack Parking System (the "**car parking**") to be used to park its motor vehicle. Accordingly, Promoter hereby reserves **One car parking space** (the "**car parking**"), which is part of Mechanical Stack Parking System **having no.162 situated on the 3rd Floor** for use of Allottee on sharing basis with other Allottee of the said parking system. The car parking is subject to the final building plan

approved by the corporation at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan.

15.2 Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor i.e., other than the unit Allottee of said unit.

15.3 Allottee shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.

15.4 The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.

15.5 The society/condominium shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter. Further the society/condominium shall do regular maintenance of the all the Car parking Systems and Car parking area and ensure all time to keep the Car Parking systems in operation.

16. FORMATION OF SOCIETY:

16.1 The Entire project shall consist of building and one association/society. The Promoter shall apply for the formation and registration of a Society (the "**said society**") within the prescribed time limit under the MAHA RERA. The Allottees shall for this purpose from time-to-time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of said society and for the becoming a member, including the bye-laws of the said society. These documents duly filled in and signed shall be returned to the Promoter within seven (07) working days of the same being forwarded by the Promoter to the Allottees, so as to enable Allottees to become a member of the society. Any delays in signing and handing over of documents by the Allottees to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

16.2 The Allottees shall be expelled from the said society if the Allottees defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from Promoter shall be sufficient document.

17. CONVEYANCE AND HANDOVER OF THE BUILDING:

17.1 The Promoter shall within twenty four (24) months of receipt of full occupancy certificate of the said Project from NMMC or any other competent authority after completion of the Project with full OC and receipt of all amounts under this agreement execute a conveyance deed and convey the right, title and interest of the said plot and building in the name of the society subject

to society clearing all dues of the Promoter and subject to the rights of the Promoter reserved hereunder.

17.2 The Promoter is entitled to take part OC for phase wise construction of the project. However, the Allottees/society shall not claim conveyance of the said plot upon receipt of any such part OC.

17.3 The amenities of the said project shall be conveyed to society at the time of conveyance of said plot. The Allottees shall not raise any claim for the use of amenities till said plot is conveyed to society, although the Promoter may at his discretion allow the use of amenities to Allottees prior to such conveyance.

17.4 The charges, costs expenses for conveyance of said plot shall be borne by the Allottees in proportion to his gross usable area and that the Allottees shall come forward to accept conveyance of the said plot in the name of the society formed within two (02) months from the date of intimation by the Promoter.

17.5 Advocate of the promoter shall prepare the final Conveyance Deed Agreement between the Promoters and the Society with reservation of rights of the promoters reserved/retained under this Agreement.

18. SOCIETY MAINTENANCE CHARGES:

18.1 Commencing a week after notice in writing is given by the Promoter to the Allottees that the said Flat is ready for use and occupation, irrespective of the Allottees taking the possession of the said Flat, the Allottees will be liable for proportionate share of outgoings in respect of said plot for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the said Flat plus the additional area attached to the said Flat i.e., gross usable area vis a vis total gross usable area of said Entire project.

18.2 The Allottees shall pay to the Promoter at the time of possession, an advance for a period as determined by the Promoter towards maintenance along with applicable GST as "common maintenance charges" for the upkeep and maintenance of the said Project building. The amounts so paid by the Allottees to the Promoter shall not carry any interest and remain with the Promoter towards such expenses until the building is conveyed to the society as aforesaid.

18.3 After the formation of the society the Allottees shall bear and pay monthly maintenance charges directly to the society as and how demanded by society.

19. UNSOLD UNITS AND UNALLOTTED PARKING SPACES/SYSTEM IN SAID PROJECT:

19.1 All the Unsold Units including Residential and Commercial Units and Unallotted Parking Spaces/System In Said Project shall be always be of the ownership of the promoters. The Society shall not have right of any kind on the said unsold and unallotted inventories of the project.

19.2 Promoter shall be inducted as a member of said society for unsold units upon conveyance of said plot to society.

19.3 Promoter shall be entitled to sell the unsold units in said project without any separate permission or consent of society and the members of society. The prospective Allottees of such unsold units shall be inducted by the society as members and no objection shall be raised either by existing members or the society.

19.4 Allottees or society shall not be entitled to demand any transfer charge or Membership charges or any other sum of any nature from the Promoter and/or the prospective Allottees for the transfer of unsold units by the Promoter to prospective Allottees.

19.5 The Promoter shall be entitled to retain all unallotted parking spaces/systems in the project to itself and allot at its sole discretion to any members of the project. The society shall acknowledge all such allotments one by the promoter at any later stage without raising disputes/claims of any nature.

19.6 The Promoters shall be entitled to mortgage the unsold units of the said project with the financial institutions without any separate NOC from society or the members of society.

19.7 The Promoter is entitled to all the rights of being a member of society i.e. right to attend meetings, right to vote in the meeting etc.

19.8 The Allottee hereby further undertake that at the point of time when there is Lease Deed/Deed of Assignment/ Conveyance Deed being prepared, the Promoters shall add the abovementioned conditions in the Lease Deed/Deed of Assignment/Conveyance Deed. The said clause shall be binding on the entire Society and its members. The draft of said Lease Deed/Deed of Assignment/Conveyance Deed shall be prepared by the Promoter.

20. POST POSSESSION OBLIGATIONS OF ALLOTTEES:

Allottees himself/themselves with intention to bring all persons into whosoever hands the said Flat may come, hereby covenant with the Promoter as follows:

(a) To maintain the said Flat at Allottees own cost in good tenantable repair condition from the date of possession of the said Flat is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said Flat is situated,

staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said Flat is situated and the said Flat itself or any part thereof.

(b) Not to store in the said Flat 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 said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated. In case any damage is caused to the building in which the said Flat is situated, on account of negligence or default of the Allottees in this behalf, the Allottees shall be liable for the consequences of the breach.

(c) To carry out at his own cost all regular maintenance and internal repairs to the said Flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Promoter to the Allottees and shall not do or suffering to be done anything in or to the building in which the said Flat is situated or the said Flat which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottees committing any act in contravention of the above provision, the Allottees shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the said Flat 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 said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion/sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said Flat.

(e) Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the building in which the said Flat is situated.

(g) 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 said Flat by the Allottees other than specified in this agreement.

(h) Allottees shall not let, sublet transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said Flat unless it has obtained a 'No Dues Certificate' letter from Promoter. The Promoter shall issue such Certificate if all the dues payable by the Allottees to the Promoter under this Agreement are fully paid up and if the Allottees has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottees has requested in writing to the Promoter. Any transaction of let,

sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter shall be void-ab-initio. The Allottees shall obtain such permission from said society after the right of said plot is conveyed to the said society.

(i) Allottees shall observe and follow all the rules and regulations which the said society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Flats therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. The Allottees shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said Flat 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.

(j) Till a conveyance of said plot and all building in the said project is executed the Allottees 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 plot and buildings or any part thereof to view and examine the state and conditions thereof, but only after prior notice.

(k) Allottees are aware that only pet animals such as cat, dog, shall be permitted to be brought in the Society and no other wild, exotic or dangerous animals can be brought into the said property by any member or their visitors. The Promoters have further specifically informed, and the Allottees have clearly understood and agreed that slaughtering of the animals, treating them in inhuman and cruel manner or any act which amounts cruelty to animals shall not be permitted in the premises.

(l) Allottees shall at its sole and absolute responsibility and liability maintain the said premises in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said premises are regularly filled with white cement/epoxy to prevent water seepage.

(m) Allottees hereby in particular agreed to shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water.

(n) Allottees hereby in particular agreed to rectify/resolve at its own cost any seepage of the water to the Adjacent and/or Below Premises, if the Allottee has made any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen including but not limiting to the regular filling of joints in the tiles in the said premises with white cement/epoxy to prevent water seepage.

21. REGISTRATION OF THIS AGREEMENT:

21.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat unless all amounts as agreed upon in this agreement is paid by the Allottees to the Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Allottees shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, building terraces, recreation, multipurpose hall or

spaces and club house etc. will remain the property of the Promoter until the said plot and the building thereon is conveyed to the said society.

21.2 Allottees shall present this Agreement with paid Stamp Duty and Registration Fees at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

22. NOTICE:

22.1 All notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees and the Promoter, by Registered Post A.D/ speed post/courier. at his/her address specified below:

ADDRESS OF ALLOTTEES

Mrs. Priyanka Sahay

1702 Bumiraj Iraisaa, Plot No. 1,
Sector-19, Near Full Stop Mall Sanpada,
Navi Mumbai, Thane, Maharashtra-400705
Email: sahay.priyanka@gmail.com

ADDRESS OF PROMOTER

LAL GEBI INFRA PRIVATE LIMITED

**Office no.101, Real Tech Park,
Plot No.39/2, Sector 30A, Vashi,
Navi Mumbai - 400 703.**

AND upon handing over of the possession of the said Flat to the Allottees under this agreement, all the notices on the Allottees shall be served at the address of the unit handed over to the Allottees under this agreement.

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

23. ALLOTTEES UNDERTAKING:

23.1 The Allottees/s undertake hereby gives his/her/their express consent to the Promoters to raise any loan against the said total land and/or the said buildings under construction and to mortgage the same with any bank or bankers or any other financial institutions/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses on or before the conveyance of said plot.

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottees in delay in making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter in the case of one Allottees shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24.3 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottees by the Promoter 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 Allottees nor shall the same in any manner prejudice the rights of the Promoter.

25. BINDING EFFECT:

The recitals herein before constitute an integral part of this Agreement and are evidencing the intent of the parties in executing this agreement, and describing the circumstances surrounding its execution. Said recitals are by express reference made a part of the covenants hereof, and this agreement shall be construed in light thereof. The Schedules, Annexure and payment receipt shall be construed as an integral part of this agreement.

26. MATERIAL ADVERSE CHANGE/ CONDITION:

In case of material adverse change in any of the parameters in the said project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

27. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

27.1 The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment

acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

27.2 The Promoter accepts no responsibility in this regard. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

28. INVESTOR CLAUSE

The Allottee has purchased the said Unit as an Investor. The Allottee intends to sell the said unit within a period of one year from the date of this Agreement. In the event the said Unit is sold within one year then the Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 2015. Without prejudice to the Allottees right as an Investor, the Allottee may continue to hold the said Unit like any other Allottee if he does not sell it within one year.

29. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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.

30. 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.

31. 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.

32. ENTIRE AGREEMENT:

This Agreement, along with its schedules, 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 Flat, as the case may be.

33. JURISDICTION:

All disputes concerning this agreement shall be subject to the jurisdiction of courts in Mumbai.

34. RIGHT TO AMEND:

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

35. The Purchaser/s declare that he / she / they has / have every intention to sell transfer the said premises within period of one year from the date of execution for this Agreement for sale as the 'Investor Purchaser' and to avail the benefit of the provision of remission of Stamp Duty in terms of the Article 5(ga) (ii) of the Bombay Stamp Act, 1958. The requisite stamp duty on this Agreement for sale is being paid by the Purchaser/s with right of claim remission exemption of Stamp Duty at the time of sale transfer of the said Premises within a period of one year or within such period as may be prescribed from time to time in this regard.

FIRST SCHEDULE

(the said "**Plot**")

All that piece and parcel of land bearing no. Plot no. 1A admeasuring 3002.54 sq. mtrs or thereabouts situated at Sector – 26, Vashi lying and being at Vashi, Navi Mumbai Taluka and District Thane and bounded as follows:

On or towards North by	:	20 mtrs road
On or towards South by	:	Plot No. 1
On or towards East by	:	Plot No. 1B
On or towards West by	:	20 mtrs road

SECOND SCHEDULE

(the said "**Project**")

A residential cum commercial project named as "**GAMI JADE**" to be constructed on said plot described in First Schedule herein above having Ground + 25 upper floors consisting of Ground floor (commercial units + Stilt Parking), First floor (commercial units + podium parking), 2nd floor & 3rd floor (podium parking), 4th to 25th floor (residential flats), and Amenities on the terrace floor together having BUA of **14476.458** sq. meters] out of total built up area of **14541.600** sq. meters.

THIRD SCHEDULE

(the said "**Flat**")

Residential unit bearing **Flat No. 2501** admeasuring **43.270 Sq. Mts. Carpet area** on the **25th Floor** along with **One Car parking** space in mechanical stack parking system **having No.162** and situated on **3rd Floor** of the building in the Project Known as "**GAMI JADE**" being constructed on the said plot more particularly described hereinabove.

FOURTH SCHEDULE
PAYMENT OF CONSIDERATION

Sr. No	Event/ Stage of payment	Percentage (%) of payment
1.	Booking and registration	20%
2.	On Commencement of Plinth	25%
3.	On Commencement of 1 st Slab	2.5%
4.	On Commencement of 3 rd Slab	2.5%
5.	On Commencement of 5 th Slab	2.5%
6.	On Commencement of 7 th Slab	2.5%
7.	On Commencement of 9 th Slab	2.5%
8.	On Commencement of 11 th Slab	2.5%
9.	On Commencement of 13 th Slab	2.5%
10.	On Commencement of 15 th Slab	2.5%
11.	On Commencement of 17 th Slab	2.5%
12.	On Commencement of 19 th Slab	2.5%
13.	On Commencement of 21 st Slab	2.5%
14.	On Commencement of 23 rd Slab	2.5%
15.	On Commencement of 25 th Slab	2.5%
16.	On Commencement of Brickwork work of the said flat	4.0%
17.	On Commencement of Internal Plastering work of the said flat	3.5%
18.	On Commencement of Concealing of Internal Electric & Plumbing work of the said flat	3.5%
19.	On Commencement of External Plaster upto the level of the flat	3.5%
20.	On commencement of installation of fire equipment's.	3.0%
21.	On Possession	5.0%
	TOTAL	100%

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED BY)
BY THE WITHIN NAMED "PROMOTER"

M/S. LAL GEBI INFRA PRIVATE LIMITED)
(PAN NO. AAEL3308B)
THROUGH ITS AUTHORISED SIGNATORY
RESOLUTION DATED 2ND MAY 2022)
MR. SURESH BHANJI GAMI)

IN THE PRESENCE OF

1.

2.

SIGNED, SEALED AND DELIVERED)
THE WITHIN NAMED "ALLOTTEES"

MRS. PRIYANKA SAHAY
PAN NO. BMYP50054F

IN THE PRESENCE OF.....)

1.

2.

RECEIPT

RECEIVED OF AND FROM THE WITHINNAMED PURCHASER/S **MRS. PRIYANKA SAHAY**, A SUM OF **RS. 4,00,001/- (RUPEES FOUR LAKH ONE RUPEES ONLY)** VIDE **CHEQUE** PAID BY HIM / HER / THEM TO US BEING THE EARNEST MONEY DEPOSIT/ PART PAYMENT TOWARDS THE WITHINMENTIONED AGREED MONETARY CONSIDERATION ON THE EXECUTION HEREOF AS PER THE TERMS & CONDITIONS OF THIS AGREEMENT. (CHEQUES SUBJECT TO REALISATION)

DETAILS OF CHEQUES RECEIVED BY US ARE AS FOLLOWING

Sr. No.	Date	Cheque No.	Bank Name	Amount
1	19-08-2023	000022	HDFC Bank Ltd	4,00,001.00
TOTAL				4,00,001.00

WE SAY RECEIVED.

Rs.4,00,001/-

FOR M/S LAL GEBI INFRA PRIVATE LIMITED

MR. SURESH BHANJI GAMI

AUTHORISED SIGNATORY

List of Annexures

- A. Copy of layout plan of plot.**
- B. Copy of said Commencement Certificate.**
- C. Copy of the NOC from LIC/ IDBI**
- D. Copy of Title Certificate.**
- E. Copy of RERA registration certificate.**
- F. Copy of layout plan of said flat.**
- F1. Copy of car parking plan.**
- G. Certificate of the Architect.**
- H. List of fittings, fixtures to be used in flat.**