

75/10090

इतर पावती

Original/Duplicate

Friday, 10 May 2024 3:56 PM

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 11342 दिनांक: 10/05/2024

गावाचे नाव: -घणसोली

दस्तऐवजाचा अनुक्रमांक: टनन3-10090-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: सार्थक कालरा - -

वर्णन

दस्त हाताळणी फी

रु. 840.00

पृष्ठांची संख्या: 42

एकूण:

रु. 840.00

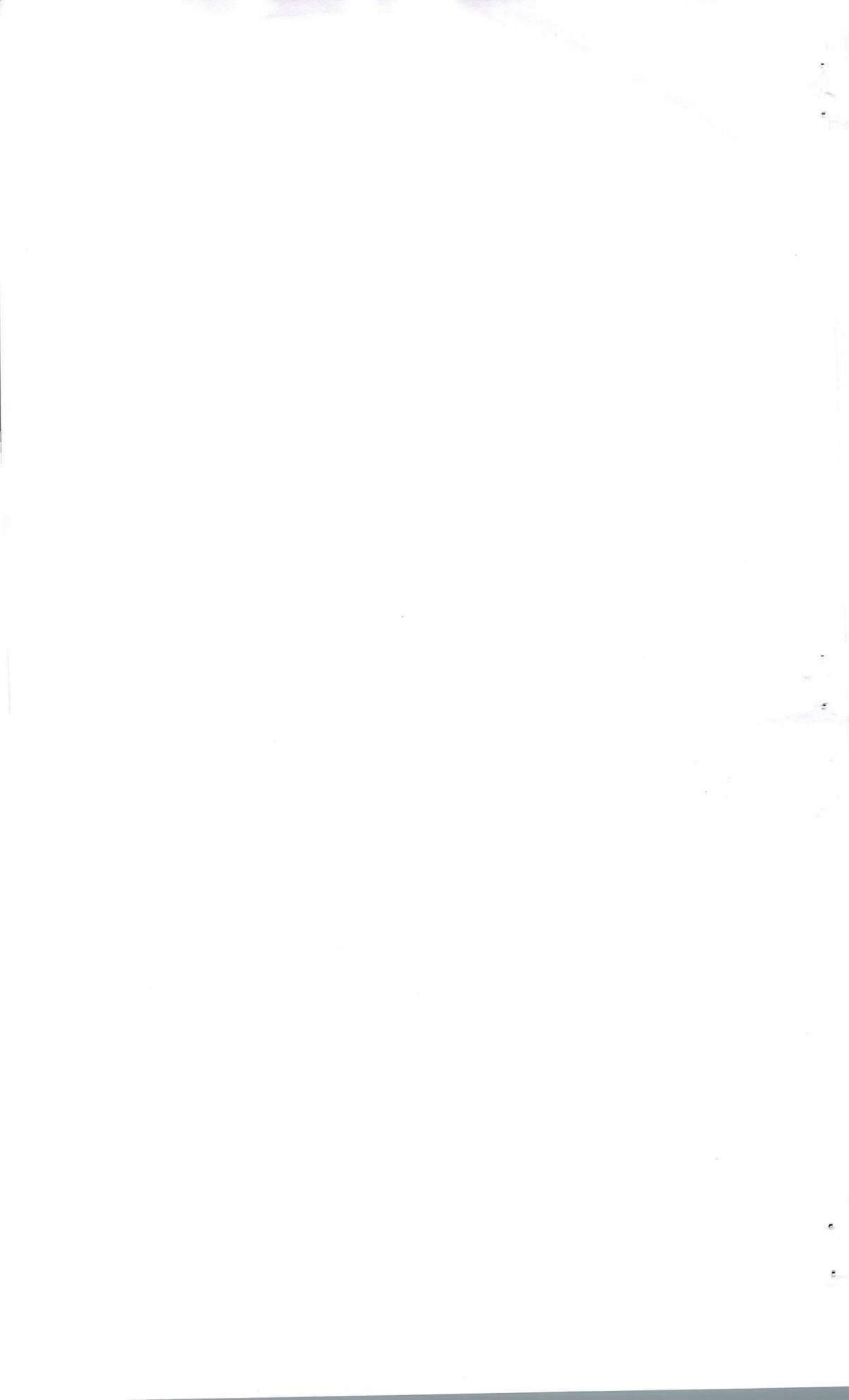
Joint Sub Registrar Thane 3

1); देयकाचा प्रकार: DHC रक्कम: रु.840/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0524103806705 दिनांक: 10/05/2024

बँकेचे नाव व पत्ता:

5/10/2024



75/10090

पावती

Original/Duplicate

Friday, May 10, 2024

नोंदणी क्र. :39म

10:08 AM

Regn.:39M

पावती क्र.: 11263 दिनांक: 10/05/2024

गावाचे नाव: घणसोली

दस्तऐवजाचा अनुक्रमांक: टनन3-10090-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: सार्थक कालरा - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकूण:

रु. 32000.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
10:27 AM ह्या वेळेस मिळेल.

Joint Sub Registrar Thane 3

बाजार मुल्य: रु.5411878.88 /-

मोबदला रु.16189189/-

भरलेले मुद्रांक शुल्क : रु. 971900/-

सह दुय्यम निबंधक वर्ग - २
ठाणे क्र. ३

1) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0524102101280 दिनांक: 10/05/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH001743097202425E दिनांक: 10/05/2024

बँकेचे नाव व पत्ता:

MAC





10/05/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. ठाणे 3

दस्त क्रमांक : 10090/2024

नोंदणी :

Regn:63m

गावाचे नाव : घणसोली

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	16189189
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नसुद करावे)	5411878.88
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:नवी मुंबई मनपा इतर वर्णन : , इतर माहिती: अपार्टमेंट नं.आर 7 -1503,15 वा मजला,औरम क्यु पार्क,औरम क्यु आयलॅंड,प्लॉट नं. जीईएन4/1,टीटीसी इंडस्ट्रियल एरिया,एम.आय.डी.सी.,ठाणे बेलापुर रोड,व्हिलेज घणसोली व सावली,नवी मुंबई,क्षेत्रफळ- 59.72 चौ. मी. कारपेट एरिया + 1.84 चौ. मी. सर्व्हिस स्लॅब एरिया + 4.86 चौ. मी. बालकनी एरिया(कव्हेर्ड 1 सिंगल पार्किंग)((Plot Number : जीईएन4/1 ;)
(5) क्षेत्रफळ	1) 59.72 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-औरम रियलइस्टेट डेव्हलपर्स लि. तर्फे डायरेक्टर श्रीरंग आठल्ये यांच्या तर्फे कु.मु. म्हणून कबुली जबाब देणार विशाल सिंग -- वय:-30; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: औरम हाऊस,औरम क्यु पार्क,घणसोली पूर्व,नवी मुंबई- AABCL3669A , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, THANE. पिन कोड:-400710 पॅन नं:-
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-सार्थक कालरा -- वय:-33; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: घर क्रमांक ५४६, अमरदीप कॉलनी, राजपुरा, पटियाला, पंजाब- BSBPK2884G, ब्लॉक नं: -, रोड नं: -, पूणजाब, पटियाला. पिन कोड:-140401 पॅन नं:- 2): नाव:-श्रुती कालरा -- वय:-33; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: घर क्रमांक ५४६, अमरदीप कॉलनी, राजपुरा, पटियाला, पंजाब- EKNPS9683G, ब्लॉक नं: -, रोड नं: -, पूणजाब, पटियाला. पिन कोड:-140401 पॅन नं:-
(9) दस्तऐवज करून दिल्याचा दिनांक	10/05/2024
(10)दस्त नोंदणी केल्याचा दिनांक	10/05/2024
(11)अनुक्रमांक,खंड व पृष्ठ	10090/2024
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	971900
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

7 सह दुय्यम निबंधक वर्ग - २
ठाणे क्र. ३

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.



Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	AURUM REALESTATE DEVELOPERS LIMITED	eChallan	69103332024050815964	MH001743097202425E	971900.00	SD	0001048336202425	10/05/2024
2		DHC		0524102101280	2000	RF	0524102101280D	10/05/2024
3	AURUM REALESTATE DEVELOPERS LIMITED	eChallan		MH001743097202425E	30000	RF	0001048336202425	10/05/2024

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

मूल्यांकनाचे वर्ष	2024
जिल्हा	ठाणे
मूल्य विभाग	तालुका : ठाणे
उप मूल्य विभाग	13/220/1-महाराष्ट्र औद्योगिक विकास महामंडळाचे अखत्यारीतील औद्योगिक भूखंड
क्षेत्राचे नांव	Navi Mumbai Municipal Corporation सर्व्हे नंबर / न. भू क्रमांक

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक चौ. मीटर
22100	66400	72700	82900	72700	

बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र (Built Up)-	67.716 चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2 वर्षे	बांधकामाचा दर-	Rs.26620/-
उद्ववाहन सुविधा -	आहे	मजला -	11th to 20th Floor	कार्पेट क्षेत्र-	61.56 चौ. मीटर

Sale Type - First Sale
Sale/Resale of built up Property constructed after circular dt.02/01/2018

मजला निहाय घट/वाढ	= 107.5 / 100 Apply to Rate = Rs.71380/-
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर = ((71380-22100) * (100 / 100)) + 22100 = Rs.71380/-
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 71380 * 67.716 = Rs.4833568.08/-
E) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य	13.94 चौ. मीटर = 13.94 * (66400 * 25/100) = Rs.231404/-
I) बंदिस्त बाल्कनी जागेचे क्षेत्र बंदिस्त बाल्कनी जागेचे मूल्य	4.86 चौ. मीटर = 4.86 * 71380 = Rs.346906.8/-

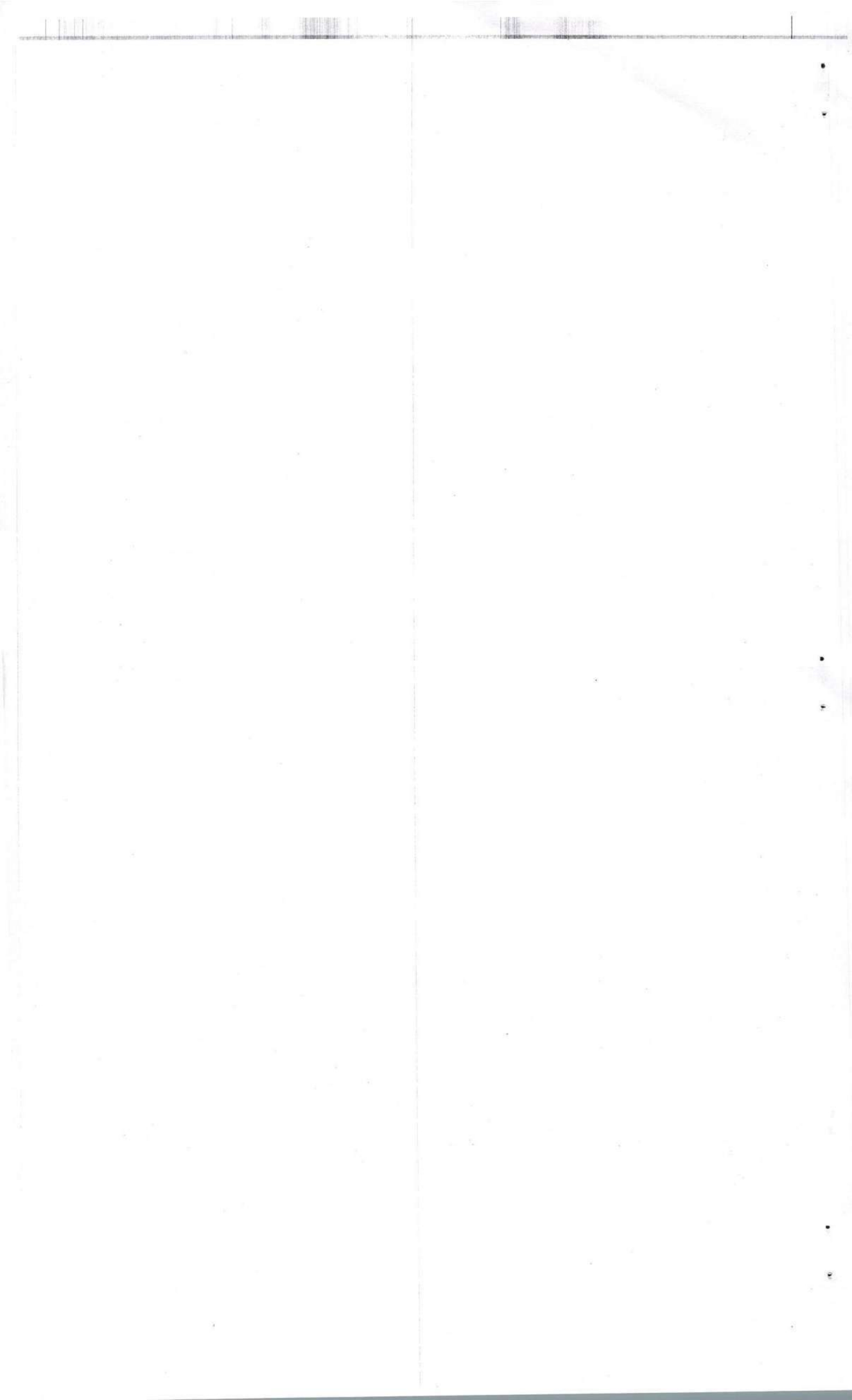
Applicable Rules	= 3, 9, 18, 19, 4(i), 15
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एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य (खुली बाल्कनी) + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + स्वयंचलित वाहनतळ = A + B + C + D + E + F + G + H + I + J = 4833568.08 + 0 + 0 + 0 + 231404 + 0 + 0 + 0 + 346906.8 + 0 = Rs.5411879/- = २ चौपत्र लाख अकरा हजार आठ शे एकोण ऐशी /-
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Home Print



टनन - ३
दस्त क्र. 90000 / 2024
9 / 982





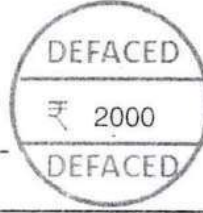
Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0524102101280

Receipt Date 10/05/2024

Received from , Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 10090 dated 10/05/2024 at the Sub Registrar office Joint S.R.Thane 3 of the District Thane.



Payment Details

Bank Name SBIN

Payment Date 10/05/2024

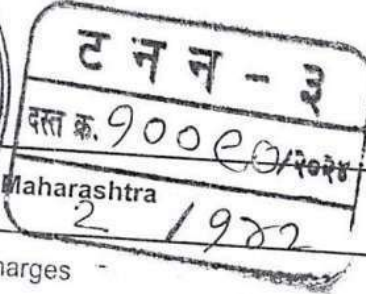
Bank CIN 10004152024051001198

REF No. 449714266210

Deface No 0524102101280D

Deface Date 10/05/2024

This is computer generated receipt, hence no signature is required.



Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 0524103806705

Date 10/05/2024

Received from , Mobile number 0000000000, an amount of Rs.840/-, towards Document Handling Charges for the Document to be registered (iSARITA) in the Sub Registrar office Joint S.R.Thane 3 of the District Thane.

Payment Details

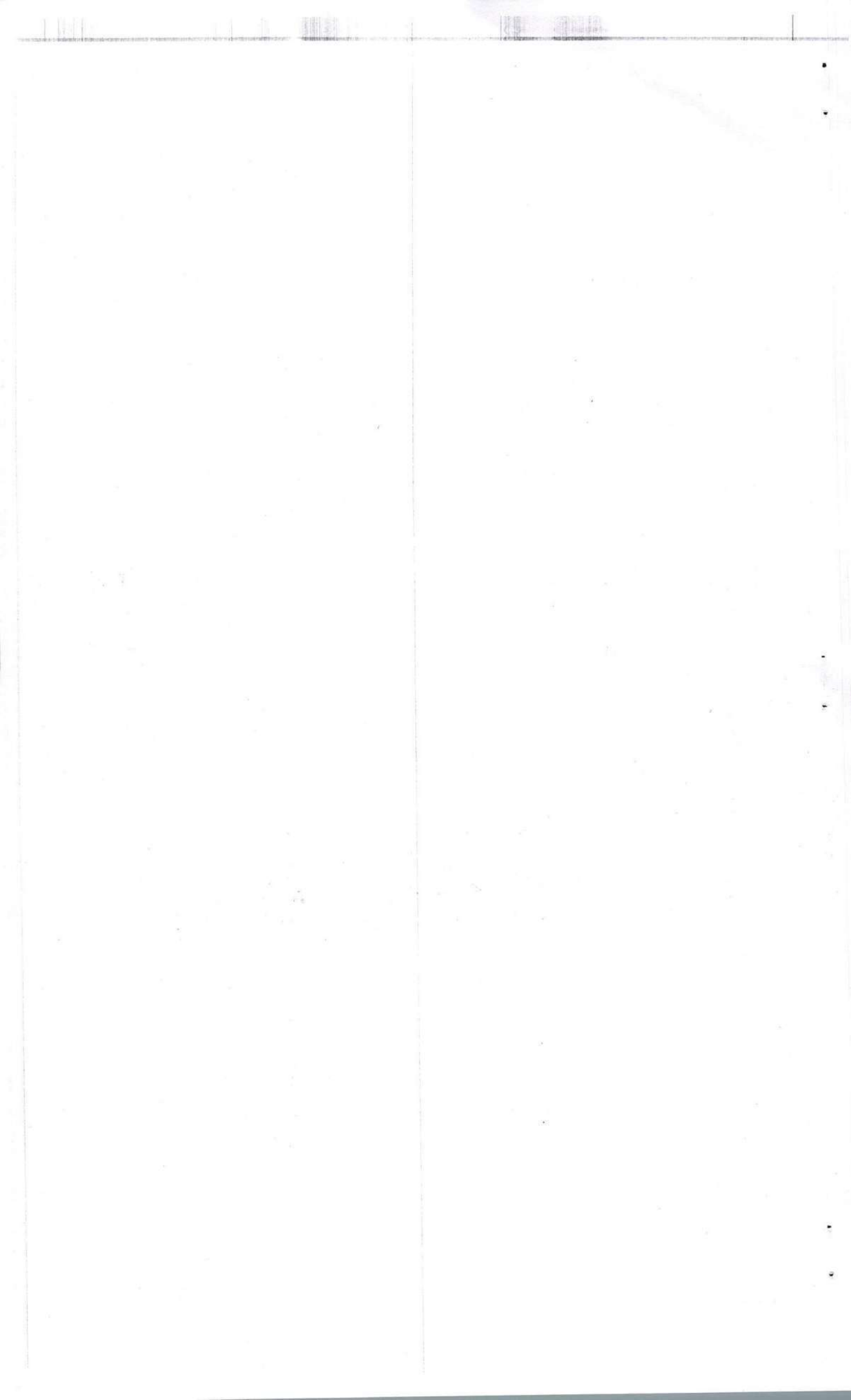
Bank Name SBIN

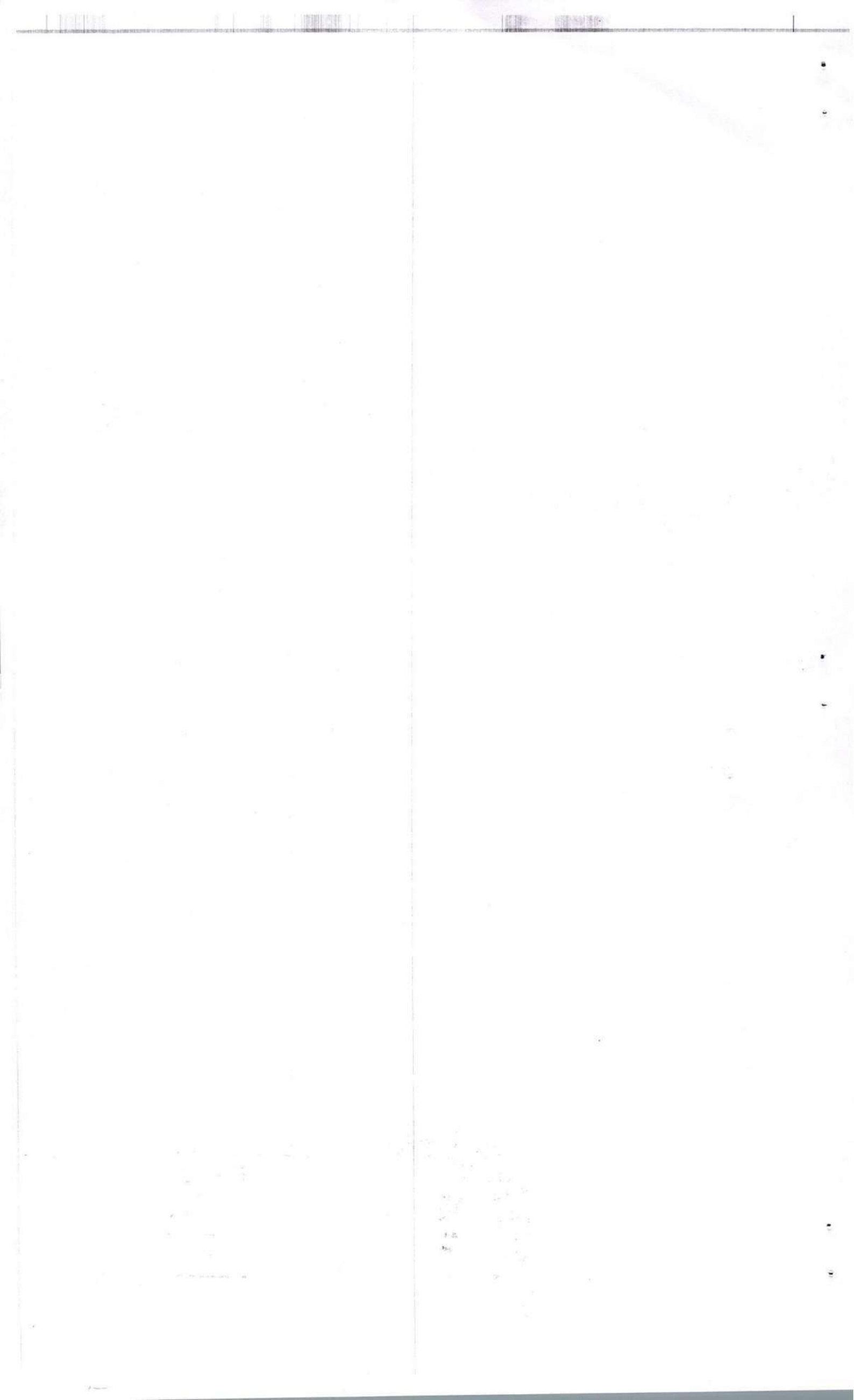
Date 10/05/2024

Bank CIN 10004152024051006332

REF No. 413153402890

This is computer generated receipt, hence no signature is required.





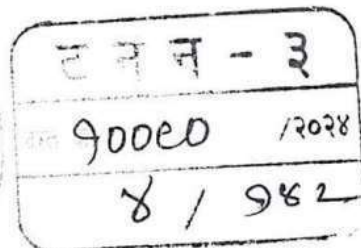
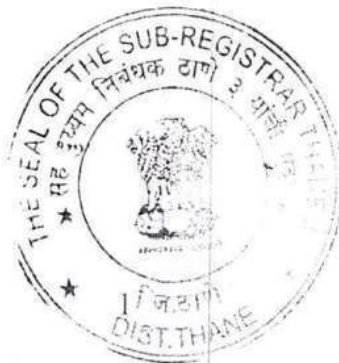
AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made at Navi Mumbai on this 10 day of 5; 2024.

BETWEEN

AURUM REALESTATE DEVELOPERS LIMITED (formerly known as AURUM PLATZ IT PRIVATE LIMITED) [PAN AABCL3669A], a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Aurum House, Aurum Q Parc, Ghansoli East, Navi Mumbai - 400 710, Maharashtra and having CIN [U45400MH2007FTC174767], 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 successors and assigns) of the FIRST PART;

AND



Mr. Sarthak Kalra [PAN BSBPK2884G] Age: 33 years, having address at House No. 546, Amardeep Colony, Rajpura, Patiala, Punjab-140401, hereinafter referred to as the "Allottee" and Mrs. Shruti Kalra [PAN EKNPS9683G] Age: 33 years, having address at House No. 546, Amardeep Colony, Rajpura, Patiala, Punjab-140401, hereinafter referred to as the "Co Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, administrators, executors and assigns), of the OTHER PART.

The Promoter and the Allottee are hereinafter individually referred to as the "Party" and collectively as the "Parties".

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Shruti



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WHEREAS:

- A. By an Indenture of Lease dated April 1, 1967, registered with the Sub-Registrar of Assurances at Thane bearing registration no. BOM/R/2675/1967 on June 27, 1967 ("**Indenture of Lease**"), the Maharashtra Industrial Development Corporation ("**MIDC**"), a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (MAH.III of 1962) (as lessor therein), demised unto and in favour of one Standard Mills Company Limited (as lessee therein), all that pieces and parcel of land or ground situated at Plot No. 4 in the Trans Thane Creek Industrial Area, within the villages of Ghansoli & Savali Taluka, Thane, admeasuring approximately 3,73,340 sq. mtrs, together with the buildings, erections, structures and appurtenances thereto ("**Larger Property**"), for a period of 100 years (commencing from August 1, 1965), and upon such terms and conditions as more particularly set out in the Indenture of Lease.
- B. Pursuant to Order dated April 16, 2008 and bearing reference no. MIDC/RO/MHP/TTC/4/2035, by a Deed of Assignment dated April 24, 2008, registered with office No. 5 of the sub- registrar of assurances, Thane, under serial no. TNN/5/3543/2008 on April 24, 2008, Standard Industries Limited assigned and transferred all its right, title and interest along with leasehold rights in respect of a part of the Larger Property, being Plot No. 4/1 admeasuring approximately 1,21,405.692 sq. meters, situate at the Trans Thane Creek Industrial Area, within the villages of Ghansoli & Savali Taluka, Thane and more particularly described in **Schedule - I** hereunder written and hereto annexed at **Annexure**

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“A”(“Master Land”), unto and in favour of the Promoter, solely and absolutely, for the unexpired residue of the term created by the hereinabove recited Lease Deed and on the terms and conditions more particularly set out therein. The Promoter is seized and possessed of and otherwise well and sufficiently entitled to the Master Land described herein above which will be developed in a phase wise manner / different phases till December 2030.

C. The Master land has been notified as Integrated IT Township (IITT) under the prevailing Government of Maharashtra IT/ITES policy and has been granted an approval for the Master Plan for the IITT development. Promoter has also been granted necessary permissions/sanctions to develop a portion of the Master Land as Special Economic Zone (“SEZ Area”) and the balance portion of the Master Land is being developed for the purpose of Support Services including residences, under MIDC governing rules and regulations and circulars as in force from time to time and the General Agreement dated February 8, 2016 between MIDC and the Promoter.

D. This Agreement shall always be subject to the provisions of the Indenture of Lease dated April 1, 1967, Deed of Assignment dated April 24, 2008, MIDC governing rules and regulations and circulars as in force from time to time, the General Agreement dated February 8, 2016 between MIDC and the Promoter and shall be subject to the various terms and conditions (including the revisionary rights of the Promoter) stipulated therein and the Allottee/s accept and acknowledge the same.



PKK

Shruti

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- E. The proposed development by the Promoter includes construction of multi-storied residential building(s) upon a portion of the Master Land which admeasures approximately 6090.93 sq. meters more particularly described in **Schedule – II** hereunder written delineated in green on the plan and annexed hereto as **Annexure "B"** ("**Project Land**").
- F. The copy of the Title Report in respect of the Project Land and Master Land issued by the Advocates of the Promoter, and which has been shown to and examined by the Allottee, is hereto annexed as **Annexure "C"**. The Allottee has independently investigated and is fully satisfied with the right, title and interest of the Promoter to the Master Land and Project Land and has accepted the right, title and interest of the Promoter and does hereby agree and undertake not to raise any requisitions on or objections to the same, any time hereafter.
- G. The Promoter has engaged the services of M/s. Abhikalpan Architect and Planners as their Architect and M/s. Mahimtura Consultants Pvt Ltd. as their Structural Engineer for the preparation of the designs and drawings in respect of the Building and the construction of the Building shall be under the professional supervision of the Architect and the Structural Engineer as required under the bye-laws of the local authorities. However, the Promoter herein reserve the right to change such Architect and Structural Engineers during the course of construction and / or before the completion of the Building/s, without the consent and / or approval of the Allottee.
- H. The Promoter has commenced the construction of 1) "Q Islands R4" having structure Basement, Ground, 2 Podiums, 37 upper Floors and

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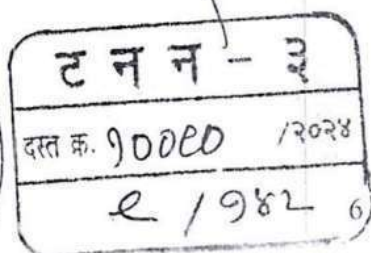
terrace, 2) "Q Islands R5" having structure Basement, Ground, 2 Podiums, 37 upper Floors and terrace, 3) "Q Islands R6" having structure basement, Ground, 2 Podiums, 37 upper Floors and terrace, 4) "Q Islands R7" having structure basement, Ground, 2 Podiums, 37 upper Floors and terrace, ("Building(s)"), in accordance with the approved and sanctioned plans. Each of the Building(s) will be an independent project.

- I. As a part of the development of the Project Land the Promoter has started construction of Q Islands R7 ("Building") which is the subject matter of this Agreement and the Promoter has obtained necessary approvals for the building plans as follows:

Sr. No	Approval Document	Document Date	Document Reference No	Issuing Authority
1	Commencement Certificate	07/01/2022	EE/Dn.II/MHP/SPA/A08775/of 2022	Executive Engineer & Special Planning Authority, MIDC
2	Commencement Certificate	07/06/2023	EE/Dn. II/MHP/SPA/II/1872/of 2023	

The Commencement Certificate stated above is annexed and marked as Annexure "D".

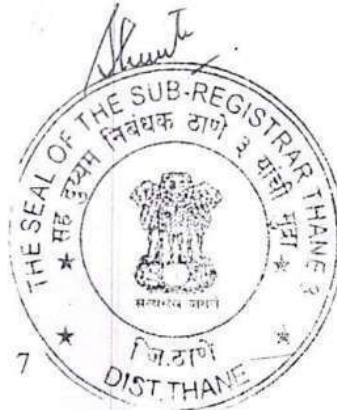
- J. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, elevations, sections of the Building(s) and shall obtain the balance approvals from various authorities from time to time, including but not limited to BCC of the Building(s).
- K. The Promoter has informed the Allottee that by a Deed of Hypothecation dated 29th March 2023 ("Deed of Hypothecation"), the Promoter has hypothecated, as and by way of first charge over the movable



- assets/stocks/work in progress including all cash flows/receivables generated in the project Building in favour of State Bank of India. ("SBI").
- L. The Promoter has registered the said Q Islands R7 project under the provisions of Real Estate Regulatory Authority (RERA) bearing registration no P51700048656. The Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has/have caused the RERA Certificate to be examined by his/her/its/their advisors. The Allottee/s is satisfied and will not raise any objection hereafter regarding the development of the said Project.
- M. The Promoter has sole and exclusive right to allot the Apartment(s) in the Building(s) being constructed by the Promoter and to enter into Agreement(s) with the Allottees of the Apartment(s) and receive the Sale consideration in respect thereof.
- N. While sanctioning the plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the Building(s) thereon and upon due observance and performance the BCC in respect of the Building(s) shall be granted by the concerned local authority.
- O. The authenticated copies of the floor plan, layout plans and specifications of the Apartment which is to be allotted and is intended to be acquired by the Allottee is clearly demarcated and is annexed and marked as **Annexure "E" and Annexure "F"**.
- P. On demand from the Allottee, the Promoter have given inspection to the Allottee of all the documents of title relating to the Project Land and the

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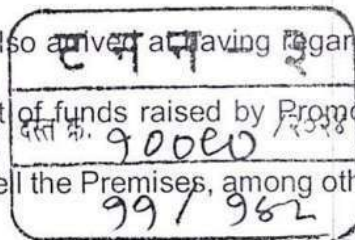


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plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 ("Act") read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates Of Interest And Disclosures On Website) Rules, 2017 ("Rules"), and regulations made thereunder.

- Q. The Allottee has applied to the Promoter for the Allotment of the Apartment no 1503 in Q Islands R7 on the 15th Floor ("**the said Apartment**") after going through and understanding all the conditions stated in the sanctioned plan by respective competent authorities and has agreed to be bound by all such conditions and abide by the same strictly. The Apartment is more particularly described in **Schedule – III**.
- R. Under section 13 of the Real Estate Regulation and Development Act, 2016 ("RERA Act"), the Promoter is required to execute a written Agreement for Sale of said Apartment with the Allottee, being in fact this presents and also to register the said Agreement under Registration Act, 1908.
- S. The Allottee confirms and warrants that the Liquidated Damages is a genuine pre-estimate of the loss or damage as agreed between the Parties that is likely to be suffered by the Promoter on account of breach of the terms of this Agreement by the Allottee. The Liquidated Damages

is also a given having regard inter alia to the cost of construction, the cost of funds raised by Promoter, the ability or inability of Promoter to resell the Premises, among others. The Allottee waives his/her/their right



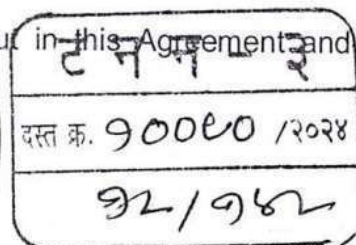
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to raise any objection towards the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.

- T. The Allottee confirms that the Allottee was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Allottee further confirms that the queries raised by him/her/them with regard to the Apartment, the said Building, the Project, the Master Land and the terms hereof have been responded to by the Promoter. The Allottee expressly confirms that the Allottee has been suitably advised by his/her/their advisor/s and he/she/they, has/have decided and agreed to enter into this Agreement without any coercion and after fully understanding and accepting the terms hereof and various terms and conditions contained in the documents, plans, orders, schemes including the rights of the Promoter.
- U. Relying upon the said application and the representations, declarations and assurances made by the Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase from the Promoter the Apartment at the consideration and on the terms and conditions hereinafter appearing.
- V. The relationship of the Promoter and the Allottee shall be duly governed as per the terms and conditions set out in this Agreement and the applicable laws.



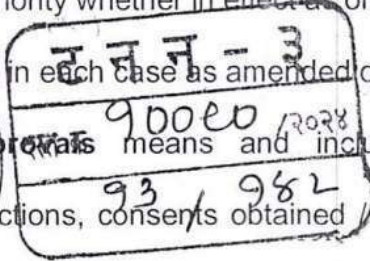
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**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim.
2. **DEFINITIONS:**
 - 2.1. **Agreement:** shall mean this Agreement together with the schedules and annexures hereto and any other deed and / or document(s) executed in pursuance thereof.
 - 2.2. **Apartment** whether called block, chamber, dwelling, unit, flat, tenement, or by any other name, means a separate support service unit which is self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on a floor/s, in a building or on a plot of land, used or intended to be used as residence by the Allottees.
 - 2.3. **Apex Body** means the body governing the overall functioning of the various Body/(ies) of the Building(s) and will have representation by at least two members each of the Body/ies.
 - 2.4. **Applicable Law:** shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.

- 2.5. **Approvals** means and include all licenses, permits, approvals, sanctions, consents obtained / to be obtained from or granted / to be



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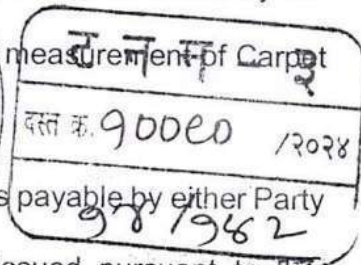
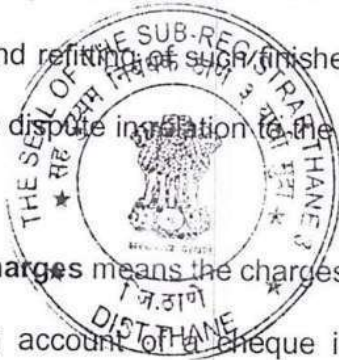
granted by the competent Authorities in connection with the Project / Building / Apartment and / or the development thereof.

2.6. **Authority:** shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.

2.7. **Building Completion Certificate ('BCC')** shall having the meaning ascribed to it in clause 5.4 herein below.

2.8. **Carpet Area** means the net usable area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.

2.9. **Cheque Bouncing Charges** means the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including



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'insufficient funds', 'stop payment' or 'account closed' and shall mean an amount equivalent to of 2.5 (two point five) per cent of the value of the cheque in question. If the amount of the said cheque and the cheque bouncing charges thereto are not paid within a period of 7 (Seven) days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5 (five) per cent of the value of the cheque issued along with interest for delayed payment.

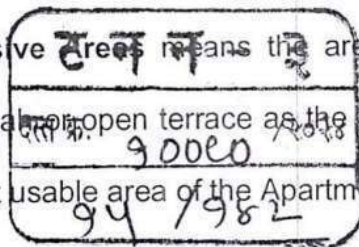
2.10. **Common Area and Amenities:** shall mean the common areas and amenities as are and when available to the Allottee in respect of the Apartment/Building/Project Land, as the case may be on a non-exclusive basis along with the other Allottees and more particularly described at Annexure "G".

2.11. **Date of Possession:** shall mean the date on which the Promoter, by written intimation, makes the Apartment available to the Allottee along with the BCC in respect of the Apartment (the BCC maybe for part or whole of the Building). The estimated Date of Possession is set out at clause 5.2.

2.12. **"Direct Tax" or "Direct Taxes"** shall mean income tax, corporate tax, or similar tax or levy, wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.

2.13. **Extended Date of Possession:** shall have the meaning ascribed to it in clause 5.3 below

Exclusive Area means the area of the balcony or service slab or veranda or open terrace as the case may be, which is appurtenant to the net usable area of the Apartment, meant for the exclusive use of the



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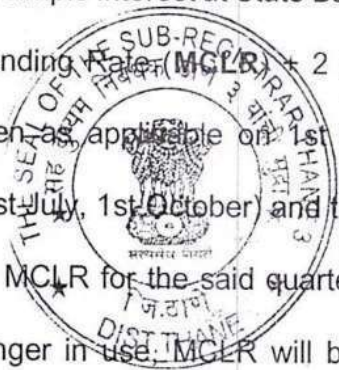
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Allottee. Exclusive Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of Exclusive Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Exclusive Areas.

2.15. **GST Law** shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / Union Territory Goods & Services Tax, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.

2.16. **Indirect Tax or Indirect Taxes:** means goods and services tax, stamp duty, customs and import duties, levy, impost, and/or duty of any nature whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.

2.17. **Interest:** shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.



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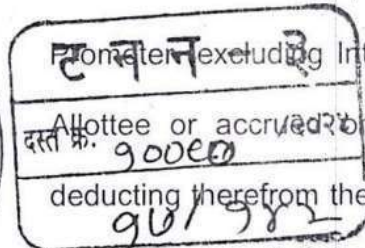
2.18. **Liquidated Damages** means an amount equivalent to 20 (Twenty) per cent of the Consideration.

2.19. **Maintenance Charges** means the charges fixed or levied by the Promoter and later by the Body/ies/Apex Body for maintenance, upkeep and management of the Building(s) and the Project Land, which may be revised by the Promoter or the Body or the Apex Body, as the case may be at their sole discretion.

2.20. **Refund Amount:** shall mean:

2.20.1. In case of termination pursuant to Clause 11.2.1, Clause 11.2.2 and Clause 11.2.3 and upon a) receipt of all the original documents including the Agreement, allotment Letter, payment receipts and other document/s that have been issued for the said Apartment by the Promoter, b) registration of deed of cancellation, c) receipt of sale price on resale of the said apartment to another allottee by the Promoter and d) in case the Allottee has procured a loan from Bank/financial institution, the Allottee clearing the mortgage debt outstanding at the time of such termination and the Allottee obtaining a letter/No Dues Certificate from the Bank/financial institution stating that the Allottee has cleared the mortgage debt : an amount equivalent to the Consideration or part thereof paid by the Allottee to the

Promoter excluding Interest or any other charges paid by the Allottee or accrued on account of delayed payments) after deducting therefrom the Liquidated Damages and, if applicable, any amounts paid to 3rd parties by the Promoter on behalf of the



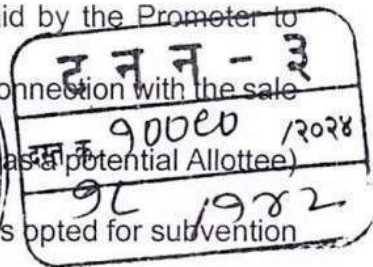
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Allottee including but not limited to stamp duty, registration charges, Indirect Taxes, brokerage charges (including any consideration, monetary or otherwise, paid by the Promoter to any third party for facilitating, assisting in connection with the sale of the Apartment or identifying the Allottee as a potential Allottee), and any subvention cost (if the Allottee has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank, without any Interest.

2.20.2. In case of termination pursuant to Clause 11.2.4 and 11.3.1: an amount equivalent to the aggregate of the Consideration or part thereof paid by the Allottee to the Promoter (excluding Interest or any other charges paid by the Allottee or accrued on account of delayed payments) after deducting therefrom any amounts paid to 3rd parties by the Promoter on behalf of the Allottee (if applicable) including but not limited to stamp duty, registration charges, Indirect tax, brokerage charges (including any consideration, monetary or otherwise, paid by the Promoter to any third party for facilitating, assisting in connection with the sale of the Apartment or identifying the Allottee as a potential Allottee) and any subvention cost (if the Allottee has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank, till the date of payment of the Refund Amount.



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2.21. **SALE:** means allotment of the Apartment on sublease basis for consideration, for the residual period of MIDC lease and subsequent extension/s of lease period.

2.22. **Share Area:** means Carpet Area + Exclusive Area + passage appurtenant to the individual Apartment and for the use of the Allottee.

2.23. **Structural Defects:** means any defect related to the load bearing structure of the Building and water proofing. It is further clarified that this shall not include any other non-load bearing elements or defects for reasons not attributable to the Promoter. The word 'Defects' means only defect/s caused on account of wilful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and/or by negligent use of the said Apartment by the Allottee/authorized occupants/vagaries of nature. The Allottee has been made aware and the Allottee agrees that the regular wear and tear of the said Apartment/Building may include minor hairline cracks on the external and internal walls excluding the RCC structure and the same do not amount to structural defects and hence shall not be attributed to structural defect.

2.24. **Taxes:** means and include Direct Tax and Indirect Tax.

2.25. **The Body** means a co-operative housing society or Association of Apartment Owners or limited Company, as may be decided by the Promoter, which is formed by the Promoter along with the Allottees of the premises in the Building(s) individually, in accordance with the extant provisions of the law and to whom the Building(s) is required to be conveyed.



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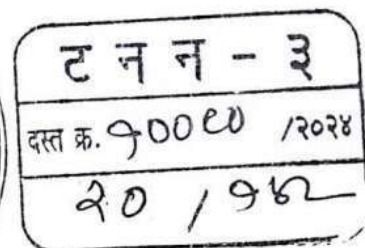
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3. CONSTRUCTION OF THE PROJECT/APARTMENT

- 3.1. The Promoter shall, subject to the terms hereof, construct the Building in accordance with the Approvals and/or, plans design, specifications and amendments thereto as approved by the relevant Authorities from time to time.
- 3.2. The Allottee is aware that while the Promoter has obtained some of the Approvals, certain other Approvals (or amendments to current Approvals) may be received from time to time. Having regard to the above position, the Allottee has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.
- 3.3. The Allottee/s agree that the Promoter may make amendments to the plans or layouts of the Building, Master land, Project land and the Project as required for the execution of the Project or as may be directed and sanctioned by the competent Authorities. The Allottee gives his consent for such changes provided that such changes shall not result in change in location of the Apartment (with respect to its direction on a given floor) and the floor of the Apartment.
- 3.4. The Allottee is aware and agrees that the Promoter shall allow various balcony / verandah / open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) Apartment Allottee(s) in the Building and such Apartment Allottee(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Promoter and the said Apartment Allottee(s). The Allottee(s) agrees not to raise any objection or make any claims in that regard and



the claims in that regard shall be deemed to have been waived. In terms of the above, the Promoter shall be at absolute liberty to allot / assign the said right to such person/s in the manner as the Promoter may deem fit and proper.

4. **CONSIDERATION AND TERMS OF PAYMENT:**

- 4.1. On request of the Allottee the Promoter has hereby agreed to allot the said Apartment for a consideration of Rs.1,61,89,189/- (Rs. One Crore Sixty One Lacs Eighty Nine Thousand One Hundred Eighty Nine Only) including covered parking space (as per Schedule III) ("**Consideration**").
- 4.2. Prior to the execution of this Agreement the Allottee has paid to the Promoter a sum of Rs.16,18,919/- (Rupees Sixteen Lacs Eighteen Thousand Nine Hundred Nineteen Only) being part payment of the Consideration toward allotment of the said Apartment as an advance payment (the payment and receipt whereof the Promoter do hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance amount of the Consideration in the manner particularly set out hereinafter.
- 4.3. The Consideration above excludes taxes. Taxes may include Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the applicable/relevant law or any amendments thereto pertaining or relating to the Sale of Apartment ("**Taxes**"). Taxes shall be paid by the Allottee within 7 (Seven) days on demand made by the Promoter, and the Allottee shall indemnify and keep indemnified the Promoter from and against the same.

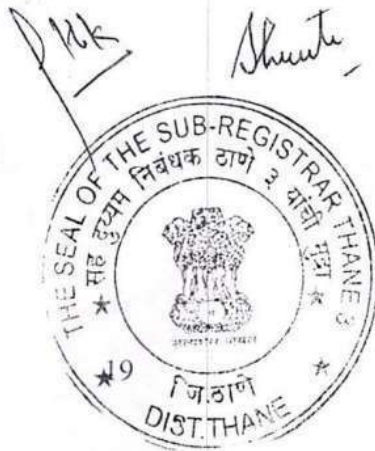


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- 4.4. The Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and/or incidental charges in connection with the documents to be executed for the Sale of the said Apartment including on this Agreement all of which shall be borne by the Allottee/s in addition to the consideration.
- 4.5. The Promoter has agreed to sell to the Allottee/s and the Allottee/s have agreed to acquire from the Promoter the said Apartment based on carpet area only and the Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the carpet area of the said Apartment.
- 4.6. The Allottee is aware and acknowledges that all due benefit of additional Input Tax Credit arising to the Promoter due to implementation of GST Law has been passed on in form of reduction in the Consideration in respect of the said Apartment. The Allottee agrees and acknowledges that the Allottee shall be solely responsible and liable for payment of the any additional applicable GST upon demand by the relevant authority prior to or post handover of the said Apartment by the Promoter to the Allottee and shall not have any claim whatsoever against the Promoter in this regard.
- 4.7. The Allottee is aware that the Allottee has to make the applicable Tax Deduction at Source (TDS) at the time of making the actual payment(s) or credit of such sums to the account of the Promoter, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee shall be given credit only after submitting the original TDS certificate within the prescribed timelines as mentioned in the Income Tax Act, 1961

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and provided the amount mentioned on the certificate matches the Income Tax Department site. If any such certificate is not produced, the Allottee shall pay equivalent amount as interest free deposit with the Promoter which deposit shall be refunded by the Promoter on the Allottee producing such certificate. It is hereby agreed that until receipt of the certificate as aforesaid, the Promoter shall not be liable to handover possession of the Apartment to the Allottee.

4.8. The Allottee agrees and understands that Promoter has agreed to allot the Apartment to the Allottee on the specific assurance and undertaking of the Allottee that the Allottee: a) is financially sound and has the eligibility of availing Loan of 85% of the Consideration under this Agreement; b) Shall make payment of the Consideration as per the timelines set out hereinbelow, without any delay or demur for any reason whatsoever; and c) whether the Allottee avails the Loan facility or not the Allottee shall remain solely and wholly responsible for the timely payment of the Consideration or the part thereof and / or any other amounts payable hereunder

4.9. The Consideration shall be paid by the Allottee to the Promoter from time to time in the manner more particularly described at **Schedule IV**, time being of the essence. The Allottee shall be responsible for ensuring that payment of each instalment is made within 7 (Seven) days of the demand for the said instalment being made by the Promoter. Payment shall be deemed to have been made when credit is received for the same by the Promoter in its account. Part payment of any instalment due will be construed as a default.



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4.10. The Allottee agrees that the Promoter shall not be responsible towards any third party making payments / remittances on behalf of the Allottee 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 Promoters shall be issuing the payment receipts in favour of the Allottee only.

4.11. It is clarified that the Allottee accords his irrevocable consent to the Promoter to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner: a) Firstly, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Allottee; b) Secondly, towards Interest due as on the date of payment; c) Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Consideration, dues and Taxes payable in respect of the Apartment or any other administrative or legal expense incurred by the Promoter on account of delay in payment by the Allottee and consequential actions required to be taken by the Promoter; and d) Fourthly, towards outstanding dues including Consideration in respect of the Apartment or under the Agreement.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Allottee, with regard to appropriation / application of the payments made hereunder shall be valid or binding upon the Promoter.



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4.12. In addition to any other remedy provided as per law and in addition to any other right provided under this Agreement to the Promoters, Cheque bouncing charges shall apply as specified in Definition Clause 2.9 and

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shall be payable by the Allottee on account of any cheque issued pursuant to this Agreement being dishonoured for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed' etc. After the first instance of cheque dishonour, the Promoter may choose not to accept any further cheques and payments shall be made by the Allottee/s through bank demand draft(s) only.

4.13. The Allottee/s agree that, in addition to the Interest, in case of every instance of delayed payment, the Promoter shall be entitled to recover from the Allottee/s, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2 (two) per cent of the amount of the delayed payment per instance (subject to minimum of INR 20,000/- (Rupees Twenty Thousand Only) per instance of delayed payment and shall be revised on 1st April of each year as per rate of Reserve Bank of India's consumer price index.

4.14. Without prejudice to the other rights of the Promoter hereunder, the Promoter shall have a first charge and lien on the said Apartment and the right, title and interest of the Allottee therein, in respect of any amount payable by the Allottee under this Agreement and the Allottee shall not be able to transfer his rights or title or entitlement in any manner whatsoever, without making full payment of all outstanding amount



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payable to the Promoter. The Consideration is escalation-free, save and except escalations/increases/impositions levied by any statutory authority(ies), local bodies/ government, competent/planning authorities

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("Authorities") from time to time or any statutory charges/payments including but not limited to development charges, external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the Authorities.

4.16. The Promoter shall confirm the Carpet Area that has been allotted to the Allottee after the construction of the building(s)/wing(s) is complete and the BCC is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. In the event of any variation in the Carpet Area in excess of +/- 3% then the only recourse available will be a pro-rata adjustment in the Consideration payable/paid or refund, as the case may be.

4.17. All payments to be made by the Allottee or Bank/Financial Institution on behalf of the Allottee under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of "AURUM REALESTATE DEVELOPERS LIMITED". The account details are as follows:

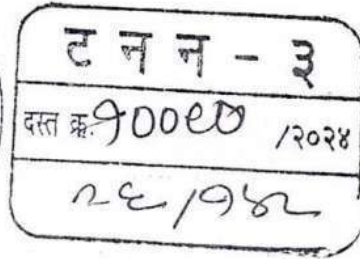
Account No: 41588307517

Bank Name: State Bank of India

Branch Name: Wagle Industrial Estate Branch

IFSC: SBIN0001053

In case of any financing arrangement entered by the Allottee with any bank or financial institution with respect to the purchase of the Apartment, the Allottee undertakes to direct such bank or financial institution to and shall ensure that such bank or financial institution does disburse/pay all



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such amounts towards the consideration as due and payable to the Promoter on the respective due date/s through an account payee cheque/demand draft/pay order/wire transfer/any other instrument in favour of the Designated Account hereinabove, as the case may be. Any payment made into favour of any other account other than the Designated Account and/or any account other than as instructed in writing by the Promoter from time to time, shall not be treated as payment towards the Apartment and shall be construed as a breach on the part of the Allottee.

5. POSSESSION:

5.1. The Allottee shall not be entitled to claim possession and / or transfer of the said Apartment until the Allottee has paid the full and complete Consideration and all the amounts mentioned herein or such amounts that the Promoter shall call upon the Allottee to pay, strictly in accordance with this Agreement.

5.2. Subject to the Allottee not being in breach of any of the terms hereof, and only on the Allottee performing and complying with terms and conditions, covenants, obligations, undertakings etc, the Promoter shall endeavour to provide the possession of the Apartment to the Allottee on or before December 31, 2027.

5.3. Notwithstanding any other provision of this Agreement, the Promoter

shall, without being liable to the Allottee in any way including in respect of payment of Interest, be entitled to reasonable extension of time for making available the Apartment for possession or completion of Building ("Extended Date of Possession") if the same is delayed for reasons



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beyond the control of the Promoter ("Force Majeure") including on account of any of the following:

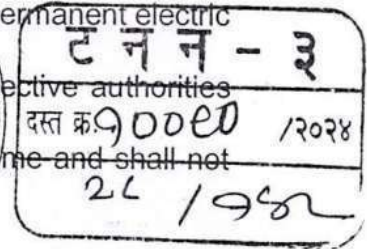
5.3.1. war, civil commotion or act of God ;

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

The Allottee/s agree/s to ignore reasonable delay in getting possession due to any of the abovementioned reasons and/or for any reasons beyond the control of the Promoter as per the provisions of section 8 of the MOFA or section 19 of the RERA and further agrees that in the event of any delay due to the aforesaid reasons, such delay shall not be construed as a breach on the part of the Promoter and the Allottee/s shall not be entitled to terminate the Agreement and/or ask for any refund along with Interest thereon of the amount paid by the Allottee/s to the Promoter.

5.4. The Promoter shall obtain Building Completion Certificate (BCC) for the Apartment at any time prior to the Date of Possession or Extended Date of Possession as may be applicable. The BCC may be for part or whole of the Building. The Promoter may complete the entire Building(s) or any part or floor or portion thereof and give possession of the Apartment therein to the Allottee of such Apartment even though permanent electric and water connection are not sanctioned by the respective authorities and the Allottee shall have no right to object to the same and shall not object to the same.

5.5. The Promoter and/or his agents or contractors shall be entitled to carry on the remaining work including further and additional construction work



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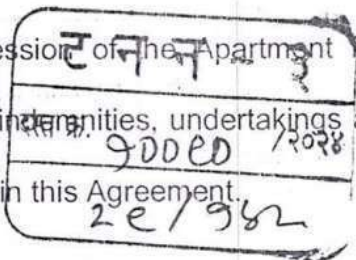
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of the Building(s) in which the said Apartment is situated. If any inconvenience is caused to the Allottee, the Allottee shall not protest, object to or obstruct the execution of such work nor the Allottee shall be entitled to any compensation and / or damage and / or claim and / or to complain about any inconvenience and / or nuisance which may be caused to Allottee.

5.6. The Allottee/s agree(s), confirm(s) and covenant(s) that the issuance of the BCC with respect to the said Building/the Project by the competent authority(ies) shall mean and shall be construed that the Promoter has carried out the development and construction of the said Building /the Project in conformity with the sanctioned plans, approvals and permissions issued by the competent authority(ies) and the Allottee/s shall not raise any dispute(s), claim(s) and/or demand(s) with respect to the development and construction of the said Building/the Project.

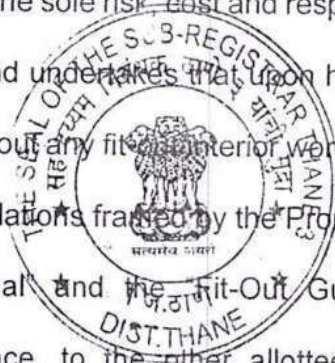
5.7. It is hereby agreed that upon receipt of BCC for the said Apartment, the Allottee shall not be entitled to terminate this Agreement. The Allottee shall make full payment of all amounts payable under this Agreement within 14 (Fourteen) days of the Promoter intimating him that the Apartment is ready for possession and shall thereafter, take possession of the Apartment.



Upon receiving a written intimation from the Promoter, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement.

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- 5.9. Upon receiving possession of the Apartment or expiry of 14 (Fourteen) days of the Promoter intimating him that the Apartment is ready for possession, the Allottee shall be deemed to have accepted the Apartment, in consonance with this Agreement and thereafter the Allottee shall not have any dispute or claim against the Promoter in regards to any item including but not limited to fittings and fixtures or work alleged not to have been carried out or completed as per terms of this Agreement. The Allottee expressly acknowledges that from the date of possession, the risk and ownership to the Apartment shall pass and deemed to have passed to the Allottee.
- 5.10. In case the Allottee fails or commits delay in taking possession of said Apartment within the time provided in this clause above, such Allottee shall be liable to pay to the Promoter holding charges calculated at the rate of Rs. 100/- (Rupees One Hundred only) per month per square meter of the Share Area along with applicable maintenance charges towards upkeep and maintenance of the Common Area and Amenities and applicable taxes. During the period of the aforesaid delay the Apartment shall remain locked at the sole risk, cost and responsibility of the Allottee.
- 5.11. The Allottee agrees and undertakes that upon handover of possession, the Allottee shall carry out any fit-out interior work strictly, in accordance, with the rules and regulations framed by the Promoter/Body / Apex body (the "Residents Manual" and the "Fit-Out Guidelines") and without causing any disturbance, to the other allottee's of premises in the Building. The Residents Manual and the Fit-Out Guidelines will be shared at the time of handing over possession of the Apartment. The Allottee



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shall make suitable arrangements for the removal of debris arising out of any interior decoration, renovation, furniture making or any other allied works in the Apartment. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment or the Building, the Promoter shall be entitled to call upon the Allottee to rectify the same and to restore the Apartment and/or Building to its original condition within 30 (Thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee does not rectify the breach within such period of 30 (Thirty) days, the Promoter may carry out necessary rectification/restoration to the Apartment or the Building (on behalf of the Allottee) and all such costs/charges and expenses incurred by the Promoter shall be reimbursed by the Allottee. If the Allottee fails to reimburse to the Promoter any such costs/charges and expenses within 7 (seven) days of demand by the Promoter, the same would be deemed to be a charge on the Apartment. The Allottee hereby indemnifies and agrees to always keep saved, harmless and indemnified the Promoter (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Apartment the Building and (ii) for all costs and expenses incurred by the Promoter for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Apartment or the Building.



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

5.12.1. Amount for share money, application entrance fee of the Body.

(Estimated at Rs. 600 as on date)

5.12.2. Amount for legal costs, charges and expenses for formation and registration of the Body/ Apex body at actuals. (Estimated at Rs.

30,000 as on date)

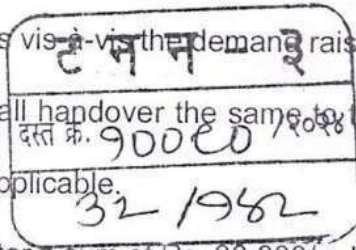
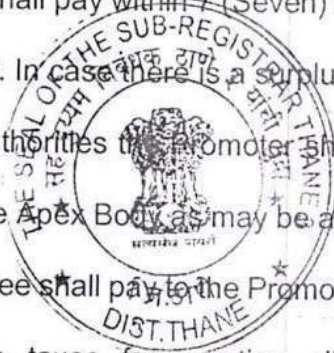
5.12.3. Amount for proportionate share of taxes and other charges /levies in respect of the Body/ Apex body at actuals.

5.12.4. Amount for deposit towards water, electric & Gas connection at actuals as on date on intimation of possession.

5.12.5. Building protection Security Deposit which will be encashed only if there is violation of guidelines in respect of execution of fit outs / interior works. (Rs. 50,000/-)

5.12.6. The estimated amount of maintenance, property tax, utility charges as on date of intimation of possession for a period decided by the Promoter at such later date. In case there is a shortfall vis-à-vis the demand raised by the authorities the Allottee shall pay within 7 (Seven) days of demand raised by the Promoter. In case there is a surplus vis-à-vis the demand raised by the authorities the Promoter shall handover the same to the Body / the Apex Body as may be applicable.

5.12.7. The Allottee shall pay to the Promoter a sum of Rs. 30,000/- plus applicable taxes for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-



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Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Conveyance deed.

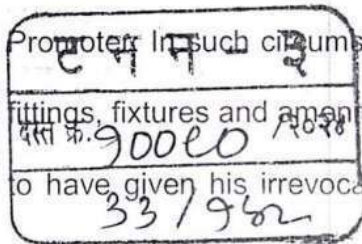
The above said amounts received by the Promoter shall be utilized for the specified purposes.

5.13. The Promoter herein is developing the said Project Land and the Building there upon having Common Area and Amenities as per Annexure "G". The development of the said Common Area and Amenities of the Project Land, will be completed in due course only after completion of construction of respective Building(s). The Allottee will have access and right to use the Common Area and Amenities on handover by the Promoter.

The Allottee/s herein agree and convey that he/she/they shall not be entitled to refuse to take the possession of the said Apartment on the ground of non-completion of aforesaid Common Area and Amenities.

5.14. The Allottee agrees that the Promoter reserves the right to change any of the fittings, fixtures and amenities to be provided in the said Apartment in circumstances wherein there is uncertainty about the availability of the fittings, fixtures and amenities or the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or any other reason beyond the control of the

Promoter. In such circumstances the Promoter shall substitute the fittings, fixtures and amenities and the Allottee would have deemed to have given his irrevocable consent under section 7 and 7A of



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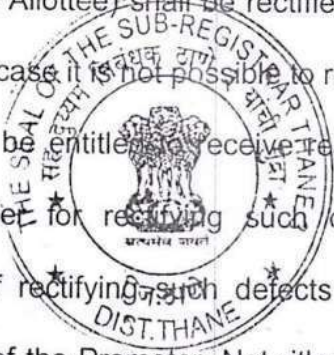
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MOFA Act and section 14 of the RERA Act in as much similar specifications and/or quality as may be available and required during the stage of construction in order to enable the Promoter to offer possession of the said Apartment in the stipulated time. The Allottee agrees not to claim any rebate or discount or concession in the Consideration on account of change or substitution in any fittings, fixtures and amenities by the Promoter. The Allottee further agrees that in case the Promoter provides a different variant of tiles, paint and/or sanitary wares the Allottee shall not have any objection to the same. The Allottee agrees not to withhold any payment on this ground.

6. DEFECT LIABILITY:

6.1. If within a period of five years from the date of receipt of Occupancy Certificate or first offer of possession whichever is later, the Allottee brings to the notice of the Promoter any Structural Defect in the Apartment or in the material used therein (excluding wear and tear and misuse), wherever possible, such defects (unless caused by or attributable to the Allottee) shall be rectified by the Promoter at its own costs. In the case it is not possible to rectify such defects, then the Allottee shall be entitled to receive reasonable compensation from the Promoter for rectifying such defects, based on the estimated cost of rectifying such defects as determined by the Project Architect of the Promoter. Notwithstanding anything stated in this Clause or elsewhere in this Agreement, the Promoter shall not be in any way liable to repair or provide compensation for



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