**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE is made and entered into at Thane, Dist. Thane on this   \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_.2024**

**BY AND BETWEEN**

**MORYA INFRACONSTRUCT PRIVATE LIMITED,** through its **Director MR. SHASHANK BALKRISHNA PARAB Pan No. AIQPP2196J                      of**, a company incorporated and registered under the Companies Act 1956 having its registered office at 809, Veer Mahal, Dr. B. A. Marg, Lalbaug, Mumbai –400012, **PAN No***.* **AAFCM7596R** referred as the “**Developers**” (*which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and permitted assigns*) of the **One Part.**

**AND**

**MR. MANGESH CHANDRAKANT JAGTAP. Age-31*Years*, PAN NO.- ASCPJ5935D. AND MR. CHANDRAKANT KASHINATH JAGTAP Age- 60 *Years* PAN NO.- ADEPJ8956D ,** Indian Inhabitant, having address at  ,Mumbai – 4000 hereinafter referred to as the “**Purchaser**” (*which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include in case of an individual/s their heirs, executors administrators and permitted assigns in the case of a partnership firm, the partners for the time being and from time to time constituting the partnership firm, the survivor/s of them and the heirs, executors and administrators of the surviving Partner and permitted assigns in case of a body corporate / company/ successors and permitted  / in case of a Hindu undivided family the Karta and members for the time being and from time to time of the coparcener and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and permitted assigns / in case of a trust or trustee’s for the time being and from time to time of the trust and the survivor or survivors of them and permitted assigns*) of **the Other Part**

**WHEREAS**

1. **DESCRIPTION OF THE SAID PROPERTY:**

The Town Planning Scheme No. 1 for the City of thane was prepared and come to force W.E.F. 31st may 1985, as per the said scheme the records of the property, Final Plot No. 106, Opp. Swami Samarth Chowk, Green Road, Hajuri Garden, Thane West according to that Survey Number and CTS Numbers were renamed and converted in “Final Plot” as per that the Final Plot numbered as **Final Plot No. 106** total admeasuring **3378.76 Sq. Mt.** situated at Village Panchpakhadi, Taluka & District – Thane which is hereinafter referred as **“SAID PROPERTY”** and more particularly described in the First Schedule hereunder written

1. **BRIEF HISTORY OF THE SAID PROPERTY**
2. Smt. Mariambibi Mohd, Hussain & her heirs were the original owners of the said land and after her death name of Abdul Qadir Ramzani Mujawar  name was added in her Place and consequently after his death name of Mohm. Aqueel Qadir Mujavar and 6 others were mutated in his place and they become Owner, holder, occupants, user and possessors of the said Property.
3. The Owners of had desire to develop the said property by constructing residential buildings. However the owners could not do so on the account of having no sufficient finance in their hands. The Owners further also could not provide for the proper fencing and security to the said property hence For the said reason therefore there were several encroachments on the said property. Subsequently the encroachers occupied the said property by constructing thereon such slum houses and commercial galas. Hence any such development of the said property became extremely difficult for the said owners. The Owners approached M/s. Swaroopanand Enterprises in order to develop the said property; hence the development agreement dated16/02/2004 was executed between Moh. Akil Abdul Kadir Mujawar & 6 others and M/s. Swaroopanand Enterprises which was duly registered under Sr. No. TNN -1-913/2004.
4. The said firm could not do further progress in the development of the said property due to various technical difficulties. Due to various difficulties the development agreement dtd 16/02/2004 was cancelled by a deed of cancellation dtd. 5/9/2011 which was registered under sr. no TNN-5-8287/2011 on 8/9/2011.
5. There after Mohd. Aqeel Abdul Qadir Mujawar & 6 others executed a conveyance deed dtd. 7/9/2011 Sr. No. TNN/8288/2011 in favour of M/s. Morya InfraContruct Pvt. Ltd.

1. **Brief details of transfer of Right to Developers**

By virtue of various deeds, agreements and documents mentioned herein above, the Developer is entitled to develop the Said Property on the terms and conditions detailed in the above mentioned conveyance Deed and such other antecedent documents.

The Developers is authorized and permitted, tenements, units, premises in the building/s and structures to be constructed by the Developers at its own cost on the Said Property, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the developers and for this purpose to sign and execute the necessary agreements, deed, documents and writings with the Purchasers/ Transferees of the same. The Said Agreement also inter alia provides that on completion of development of the Said Property and portions thereof from time to time, the Developers alone shall be entitled to hand over possession of various flats, apartments, tenements, units, premises, car parking constructed/provided thereon to the Purchasers/ Transferees/ allottees thereof:

1. **PROJECT**Pursuant to the right and authority obtained by Developers under relevant Agreements, Developers is desirous of and entitled to develop the Said Property consisting of Ground Level, Levels One and 21 upper Floors and including residential units/commercial units together with provision of parking spaces and other necessary amenities and services etc. to be known as “MORYA HEIGHTS” **REAHAB BUILDING R-1 and** referred to as the **“PROJECT”**. The DEVELOPERS  has been developing the said Project for the purpose of selling, leasing or otherwise transferring the same to the prospective Purchaser(s), Allottee(s) and other transferee(s), and also entitled to sign and execute necessary agreements, deeds, documents and writings with the Purchaser(s) /transferees of the residential Premises in the Project.

1. **APPROVALES AND PERMISSIONS**

The Developers had submitted plans to the SRA (Slum Rehabilitation Authority), plans for the SALE Building and the Developers have received the following:

1. Intimation of Approval (“IOA”) dated 04/04/2016 bearing **V.P.  No. S3T/0014/13,  SRA / ENG /001/Sec – 3/ Pvt/ AP**  copies of the same is annexed hereto as **Annexure “A”.**
2. Commencement Certificate (“CC”) bearing No. **SRA /ENG/001/ Sec – 3/Pvt/AP** and dated 28th April 2017 from the SRA as amended from time to time, a copy of  the same is annexed hereto as **Annexure “B”.**.
3. The project is registered under **RERA** (Real Estate Regulation Act) bearing no **P51700005511** dated 11th August 2017, a copy of  the same is annexed hereto as **Annexure “C”**
4. **Amended plans for rehab building R1 dated 29th Jan 2024 no. SRA/ENG/VPNO/S3T/0014/13**
5. **Commencement certificate of R1 S3T / 0014 / 13 TMC / TDD / 1149 /14**

1. **BUILDING PLANS / LAYOUT PLANS**

Developer has specifically made it clear that Developer shall be uploading TDR to the maximum permissible extent and shall also be availing benefits of Premium FSI and thereby obtain permission of construction of additional building/s. The Developer has further made it clear that the Developer propose to modify the layout plan and building plan at his sole discretion and/ or the layout plan/building plan may also change due to any directions / conditions imposed by the concerned local authority/ies and planning authority at any stage, which shall, then be binding on Purchaser(s). The Purchaser(s) hereby agrees that it shall not be necessary on the part of Developer to seek consent of Purchaser(s) for the purpose of making any changes in order to comply with such directions, conditions and changes. The building plans/ layout plan of the residential complex as may be amended and approved from time to time shall supersede the presently sanctioned building plans as given in **ANNEXURE “D”** hereto.

1. **PHASE WISE DEVELOPMENT:**

The Developer shall be carrying out construction and development activities in phased manner wherein till 19th floor shall be the first phase of the project and remaining sanction floors shall be completed in next phase/s.

The Developers shall construct the Building on the said Property in accordance with the plans approved/to be approved, specifications, designs and elevations of the scheme which have been seen, intimated, explained and understood by the Purchaser, however the Developers shall have unfettered right to do so any such variation and modifications as the Developers may consider necessary or as may be required by the concerned local authority / the Government to be made in them or any of them.

The Developers has informed the Purchaser and the Purchaser is agreed that, the Developers has submitted/intends to submit further plans, revised plans with respect to the Building modifying and/or altering the sanctioned plans, as the case may be. The effect of such modified and/or altered plans may be that the Building will consist of certain additional floors over and above existing floors proposed to be constructed as per the sanctioned plans. The Developers shall be entitled to construct additional upper floors with the approval of the appropriate authorities. The Purchaser hereby expertly consents to such additional construction of upper floors and variations and agrees not to object or raise any dispute or contention whatsoever in future to the construction of such additional floors and shall not be entitled to seek any benefit including for any reduction in the consideration agreed to be paid by the Purchaser under this Agreement and/or claim compensation or damages on any account whatsoever and/or shall not be entitled to claim any right of any nature whatsoever on such additional floors.

1. **ARCHITECT AND STRUCTURAL CONSULTANT:**

The Developer has appointed **Mr. Anup Gupte** as architect of the project (herein after referred as **“Architects”)** and **Mr. AJAY MAHALE** as the **R.C.C. Consultant**, for obtaining the sanction of the plans and for supervision of the construction and structural work, etc. and have accepted their services as the consultants for the supervision and completion of the development work.

1. **PREMISES DETAILS:**

Purchaser(s) has/have applied to Developer for allotment of **RESIDENTIAL FLOOR** admeasuring(**2560** Square Feet) of usable  Carpet Area, **3968 SQ FT  SALEABLE AREA** on **21ST FLOOR**in building known as **REAHAB BUILDING R-1** **FLAT NOS. 2101** (hereinafter referred to as the "Said Premises") of the Project known as “**MORYA HEIGHTHS**  ” **REAHAB BUILDING R-1** as shown in the floor plan thereof hereto annexed and marked as **Annexure “E”** , for the Sale Price of **Rs. *75,000,000***  ***(Rupees only)***  subject to charges as mentioned in the payment schedule. Relying upon the aforesaid application, Developer has agreed to allot and sell to Purchaser(s), the Said Premises at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

1. The Purchaser has Undertaken the construction of the building complex of the Developer in the plot of land admeasuring 3378.76 sq.mtr bearing final Plot No.106 situated at Opp to Swami Samarth Chowk, Green Road, Hajuri, Thane and the Account has been duly settled it is confirmed by both the parties.

1. **INSPECTION OF DOCUMENTS BY PURCHASER(S):**

The Purchaser(s) demanded from the Developer and the has given inspection to the Purchaser(s), of all the Revenue Records, Sanctioned Plans, Development Permissions And Documents Of Title Relating to the Said Property described in the First Schedule hereunder written, which entitles Developer to allot the Said Premises constructed on the basis of plans, designs and specifications of the said new project prepared by the Architect and of such other documents as are specified under the Real Estate (Regulations and Development) Act, 2016 (RERA) and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules made there under. The Purchaser(s) are satisfied with the title documents furnished by the Developer. Purchaser(s) has apprised himself of the applicable laws, notifications and rules applicable to Said Property and understand/s all limitations and obligations in respect of it and there will be no further investigation or objection by Purchaser(s) in this regard.

1. **TITLE CERTIFICATE:**

Copies of the Certificate of Title dated 04/05/2017 issued by Adv. Sonali U. Mehandale being the Advocates of the Developer, and the relevant 7/12 extracts are annexed hereto and marked **Annexure “F” and “G”** respectively;

1. **AUTHORITY TO SIGN:**

Purchaser(s) has represented and warranted to Developer that Purchaser(s) has the power, competence and authority to enter into and perform this Agreement and has clearly understood his rights, duties, responsibilities and obligations under this Agreement. The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter**.**

1. **RERA COMPLIANCE:**

The Developer shall comply with the provisions of Real Estate (Regulations and Development) Act, 2016 (RERA) and Rules made hereunder and guidelines framed by the Maharashtra Real Estate Regulatory Authority from time to time.

1. **GOVERNING ACT:**

The present transaction is governed under the provisions of Real Estate (regulations and Development) Act, 2016 (RERA) and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) and accordingly parties hereto are required to execute the present Agreement for Sale and register the same under the provisions of Registration Act, 1908.

**NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS, REPRESENTATIONS AND WARRANTIES THE PARTIES TO THIS AGREEMENT INTENDING TO BE LEGALLY BOUND AND AGREE AS UNDER:**

**ARTICLE 1**

**INTERPRETATION AND DEFINITIONS**

1. 'Agreement' shall mean this Agreement for Sale, which is executed by and between Developer and Purchaser(s).

1. All Annexure, Schedule and documents referred in this Agreement and recital referred herein above shall form an integral part of this Agreement and in the interpretation of this Agreement shall be read and construed in its entirety.

1. RERA 'Carpet Area’ shall mean the carpet area including area covered by internal walls of the concerned premises and excluding area of cupboard.

1. 'Date of Possession' shall mean the date of possession as communicated to Purchaser(s) in the offer letter for possession to be issued by Developer.

1. 'Earnest Money' shall mean 5% of Sale Price as defined hereinafter.
2. 'Installments’ shall mean the Sale Price to be paid as per the installments detailed out in the Present Agreement**.**
3. 'Maintenance Agency/Developer' shall mean the agency appointed by Developer for carrying out the day to day maintenance and upkeep of the common areas of Project and/or for the maintenance of the equipment/s installed for the Project.
4. Maintenance Agreement' shall mean the agreement, which shall be executed between the Developer and Maintenance Agency / Developer for the purposes of providing the Maintenance Services for the common areas of Project.
5. Singular shall mean and include plural and masculine gender shall mean and include female gender wherever applicable.
6. ‘The Said Organization’ shall mean the Society/ Company formed of the Owners/Purchaser(s)/ Allottees in each building in the Project to be constructed on the Said Property.

**ARTICLE 2**

**SALE**

The Developer does hereby agree to allot, sell and transfer and Purchaser(s) do hereby agree to purchase the Said Premises i.e. the **RESIDENTIAL FLOOR**   admeasuring(**2560 Square Feet) of usable Carpet Area, 3968 SQ FT  SALEABLE AREA** on **21ST FLOOR**, in building known as **REAHAB BUILDING R-1 / FLAT NOS. 2101**

as shown and marked with red color boundary on the typical floor plan being **Annexure “H”** hereto of the said Project to be known as “MORYA HEIGHTS” - **REAHAB BUILDING R-1** and more particularly described in the Second Schedule hereunder written. The Developer shall not be entitled to demand additional proportionate Price of the common areas and facilities appurtenant to the premises.  The internal fixtures, fittings and amenities to be provided by the Developer in the said Premises are those that are set out in **Annexure “I”** hereto while the external amenities to be provided in the said Project are set out in **Annexure “J”**.

**ARTICLE 3**

**PRICE AND PAYMENT TERMS**

**3.1 Sale Price:**

That Purchaser(s) agrees to pay to the Developer for the purchase of the Said Premises an amount of **Rs. 75,000,000/- (Rupees SEVENTY FIVE LAKH only)** hereinafter referred to as the **'Sale Price’**) along with other dues and charges, as per the payment schedule. The Purchaser(s) further undertakes to pay applicable GST and all other applicable taxes and charges as per the rate, rules and regulations for the time being in force.

**Payment Schedule**

| **Payment       Sr. No.** | **INSTALMENTS** | **PERCENTAGE** | **AMOUNT (in Rs.)** |
| --- | --- | --- | --- |
| 1st payment | Completion of Plinth construction | 40% |  |
| 2nd payment | Completion  of 1ST  slab to 10th slab | 20% |  |
| 3rd payment | Completion of 11th  slab to 17th slab | 30% |  |
| 4th payment | Completion of 17th  slab to 21st slab | 10% |  |
| **Total** | | |  |

The Purchaser(s) shall be required to pay applicable GST along with relevant installments. The amount of GST shall vary from time to time as per the future revisions in the rate and rules.

Price as mentioned hereinabove is exclusive of any taxes, which may be leviable by any appropriate authorities would include (but not limited to), taxes like GST and any other tax, both present and future, as may be applicable from time to time, shall be separately charged and recovered from Purchaser(s).

**3.2 Amount received:**

The Purchaser(s) has/have paid sum of **Rs.\_\_\_\_\_\_\_\_** ***(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only)*** as mentioned in **Annexure “K”** for purchase of the Said Premises to the Developer, the receipt whereof, Developer do hereby acknowledge. The Purchaser(s) agree/s to pay the balance consideration of **Rs.\_\_\_\_\_\_\_\_\_ /- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*only)*** as per the Payment Plan mentioned hereinbefore.

**3.3 Advance Maintenance etc:**

The Development Charges for the development in the Complex which is to be paid to the Government, Local Authority and service providers shall be collectively referred as Development Charges and the same will be reimbursed by the Purchaser(s) to the Developer on the basis of the rate charged by the concerned authorities /departments and in case of any increase in these charges in future due to any reason whatsoever, the same shall be paid by Purchaser(s), as and when demanded by Developer and the payment shall be made by Purchaser(s) on or before the date mentioned in the intimation / demand letter issued by Developer. In case of decrease in the charges in future due to any reason, the same shall be refunded to Purchaser(s) without any interest.

The Purchaser, simultaneously with the execution hereof but in any event, before taking possession of the said premises, shall pay the following amounts to the Maintenance Agency:

**(i) Rs.200,000 /- (Rupees TWO LAKHS only)** towards  share money for Water Charges.

**(ii) Rs. 800,000 /- (Rupees EIGHT LAKHS only)** towards advance maintenance charges of the premium and common areas for 18 Month excluding Municipal /Grampanchyat Taxes, N.A. Taxes, assessments and other charges

 (iii) GST and other taxes and charges levied by Government and Local Authorities as per actual.

The Purchaser(s) shall tender the amount of difference in the event of there being any increase in the general charges as on the date of handing over the possession of the said premises. If, however, at any time the amounts paid or deposited by the Purchaser(s) shall be found short, the Purchaser(s) shall on demand by the Maintenance Agency and/or Developer shall deposit with them a further reasonable amount as may be demanded by them after adjusting any excess from other heads.

The Maintenance Agency/Developer shall utilize the amount so collected hereinabove for the purposes of meeting all deposits, costs, out of pocket costs, charges and expenses in connection with above stated activities. The Maintenance Agency/Developer shall be entitled to appropriate the amounts collected under one head for meeting expenses under another head. The Purchaser(s) shall not be entitled to raise grievance in respect of the same. In case of increase or decrease in the charges in future due to any reason, the same shall be accordingly paid or refunded by the parties to the agreement and the Maintenance Agency/Developer.

**3.4 Development Charges**

The Purchaser, simultaneously with the execution hereof but in any event, before taking possession of the said premises, shall pay the following amounts to the Developer which is mention in **“Annexure L”**.

**(i) Rs. 1200,000/-** **RUPEES TWELVE LAKHS** towards Electric Meter Installation And Security Deposit For The Meter Payable To MSEB And Erection Of Transformer, Cable Laying Etc.

**(ii) Rs. 2200,000 /- RUPEES TWENTY TWO LAKHS**  towards proportionate share of Development Charges and including premium payable to Local Authority..

**(iii) Rs. 20,000 /-**     towards Legal Fees

**(iv) Rs. 10,000 /-** towards Society formation charges.

All the aforesaid amounts mentioned in clause 3.4 are non-refundable and are non-accountable. The Purchaser shall tender the amount of difference in the event of there being any increase in the General Charges as on the date of handing over the possession of the said premises. If, however, at any time the amounts paid or deposited by the Purchaser/s shall be found short, the Purchaser/s shall on demand by the Management Agency and/or Developer shall deposit with them a further reasonable amount as may be demanded by them after adjusting any excess from other heads.   The amounts so collected by the Maintenance Agency and/or the Developer under the provisions of this agreement or otherwise howsoever shall not carry any interest. The Maintenance Agency/Developer shall maintain a consolidated account of all the amounts so collected by them from all the Purchaser(s) of Said Premises in the said Project and of all the amounts spent on expenses chargeable to them, and on transfer of the said Property with constructed thereon to the Said Organization to be formed by the Purchaser(s) of premises in the building/s in the said Project, the said Maintenance Agency/Developer shall render a consolidated account to Said Organization and pay over to them the excess, if any, of such collections or recover from them the deficit, if any therein. Rendering of such consolidated account to Said Organization and settlement of account with them shall discharge the Maintenance Agency/Developer of their responsibility, to refund excess, if any, out of such collections to the individual Purchaser(s) of premises entitled to refund, and the different Purchaser(s) of premises shall make up and adjust their respective accounts between themselves, as members of Said Organization.

**3.5 Failure/Delay in Payment**

1. Purchaser(s) agree/s that out of the amount(s) paid/ payable by him/ her/them towards the Sale Price, 10% (Ten Percent only) of the Sales Price shall be treated as **EARNEST MONEY** to ensure fulfillment by Purchaser(s) of the terms and conditions, as contained herein. Time is the essence of the terms and conditions mentioned herein and with respect to Purchaser(s) obligations to pay the Sale Price as provided in the Payment Plan along with other payments such as, applicable stamp duty, registration fee, and other charges on or before the due date or as and when demanded by Developer, as the case may be and also to perform or observe all the other obligations of Purchaser(s) under this Agreement. Purchaser(s) hereby also covenant/s to observe and perform all the terms and conditions of the booking and/or allotment and/or this Agreement, to keep Developer and its agents and representatives, estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that Developer may suffer as a result of non-payment, non-observance, or non-performance of the terms and conditions mentioned herein and/or the Agreement for Sale by Purchaser(s).
2. Payment of installment, and all other administrative dues shall have to be made within due dates as would be mentioned in the letter(s) of the Developer to be issued from time to time requesting for such payments. Payment within time would be deemed to be essence of the terms of these presents. Part payments will not be accepted after the due dates. The Developer may, at his sole option and discretion, waive in writing the breach by the Purchaser(s) not making payments as per the schedule of payments mentioned herein, but on condition that the Purchaser(s) are liable to pay interest @ 15% (Fifteen Percent) per annum shall be paid on the amount due which shall be calculated from the date on which the amount was due till the date of payment (both days inclusive).
3. Upon non-receipt of the Installment within due date, Developer may issue a notice to Purchaser(s) to pay the amounts due within 60 (sixty) days of due date after which Developer may issue cancellation letter. Purchaser(s) shall be liable to pay the due amounts with interest accrued thereon as prescribed under Clause 3.5 (b) herein. However, it is agreed between the Parties that Developer shall adjust the amount due from Purchaser(s) first towards the interest due, if any, applicable taxes and then towards the Sale Price.
4. However, if the Installments/payments are not received within forty five (45) days from the due date or in the event of breach of any of the terms and conditions of this Agreement for Sale by Purchaser(s), the Developer shall issue pre-cancellation letter and the Purchaser(s) shall be called upon to pay the requisite amounts within fifteen (15) days failing which the allotment and the Agreement shall be cancelled and terminated at the sole, absolute and unfettered discretion of Developer. Developer will issue a cancellation/ termination letter without any further notice to Purchaser(s). Upon such cancellation Developer shall refund the amount paid by Purchaser(s) without interest subject to forfeiture of 5% (Five percent only) of the Sales Price towards cancellation charges.
5. Upon such cancellation Purchaser(s) shall be left with no right or lien on the said Premises except that of receiving refund, if any as per the terms of the present agreement. The balance amount shall be refundable to Purchaser(s) without any interest, within Two (2) Month of such cancellation. The dispatch of said cheque by registered post/speed-post to the last available address with Developer as appearing in the recitals mentioned hereinabove shall be full and final discharge of all the obligation on the part of Developer or its employees and Purchaser(s) will not raise any objection or claim on Developer in this regard. Developer may at his sole discretion condone the breach committed by Purchaser(s) and may revoke cancellation of the allotment provided that the said Premises has not been re-allotted to other person till such time and Purchaser(s) agrees to pay the unearned profits (difference between the booking price and prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/ undertaking as may be decided by Developer. Developer may at its sole discretion waive the breach by Purchaser(s) for not paying the Installments as per the Payment Plan but such waiver shall not mean any waiver in the interest amount and Purchaser(s) have to pay the full amount of interest due.
6. Upon the cancellation of the booking, Developer shall be at a liberty to sell or otherwise dispose of the said Premises to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Developer may in its sole, absolute and unfettered discretion think fit and proper and Purchaser(s) shall not be entitled to raise any objection or dispute in this regard.
7. Purchaser(s) agree/s and undertake/s to execute a Deed, Document, or Writing including the Cancellation Deed to cancel the Agreement, the balance amount, if any shall be paid to Purchaser(s) only upon the cancellation of the Agreement and/or receipt of the Cancellation Deed, Documents, writings as aforesaid. In the event of cancellation of Agreement as aforesaid, Developer shall be entitled to file declaration with respect to termination and cancellation of the Agreement, before the Sub Registrar of Assurances.

**3.6 Time is the Essence:**

The timely payment of Installments is the essence of this Agreement. Part payments will not be accepted after the due dates. It shall be incumbent on Purchaser(s) to comply with the terms of payment and the other terms and conditions of sale. If there is any delay or default in making payment of the Installments on time by Purchaser(s), then Purchaser(s) shall, subject to the consequences as mentioned in Clause No. 3.5 of the present agreement, at the sole discretion of Developer is liable to pay interest on the amount due as per the interest rate mentioned in clause No. 3.5 (b) from the date on which the amount falls due, to the date of payment, both days inclusive. No payment will be accepted after due date without the payment of the applicable interest. All the payments made by Purchaser(s), shall be first adjusted towards the applicable taxes then towards the interest due, then towards other dues if any and then towards Sale Price along with taxes applicable.

**3.7   Alteration in the Layout Plans and Design:**

**(a)** Purchaser(s) agrees/s and confirm/s that if in the event of alteration/s modification/s of the building plans resulting in an increase / decrease in the RERA Carpet Area of the said Premises, Parties shall be bound with following terms:

1. In case there is any increase or decrease of RERA Carpet Area up to 2% of the said Premises, then the same shall be acceptable to Purchaser(s) and no charges / refund as the case may be will be made.

1. In case of increase or decrease of RERA Carpet Area beyond 2% of the said Premises up to 7% then the difference of area beyond 2% up to 7% shall be subject to charges or refund of the proportionate Sale Price, as the case may be. For e.g. if there is increase in area of 4% then Purchaser(s) shall be liable to pay the charges for variation of 2%.

**(b)** It is further agreed by the Parties that, in the event there is any change in plans, specifications or location due to change of plans, permission, consent etc. is required by statutory authorities, the same shall be binding on the Purchaser(s). Provided that the Developer shall have to obtain prior consent in writing of the Purchaser(s) in respect of variations or modifications which may adversely affect the Apartment of the Purchaser(s) except any alteration or addition required by any Government authorities or due to change in law.

**3.8 Mode of Payment:**

All Demand Drafts/Pay Order/Cheques are to be made in favor of **“MORYA INFRACONSTRUCT PVT. LTD”,** payable at account to be specified by the Developer; the Purchaser(s) shall be required to issue cheques/DD/electronic transfer in the Accounts to be specified by the Developer. Outstation cheques and non CTS cheques shall not be accepted. If any of the cheques submitted by Purchaser(s) to Developer is dishonored for any reasons, then Developer shall intimate Purchaser(s) of the dishonor of the cheque and Purchaser(s) would be required to tender a Demand Draft of the same amount to Developer within ten (10) days from the date of dispatch of such intimation by Developer and the same shall be accepted subject to ‘Dishonor Charges’ of Rs. 2,000/- (Rupees Two Thousand only) excluding GST for each dishonor. Taxes shall be paid extra, if applicable. In the event the said Demand Draft is not tendered within the stipulated time period mentioned herein, then the Agreement and Allotment would be deemed to have been cancelled at the sole discretion of Developer.

1. **Payment of Costs:**
2. All costs, charges and expenses payable on or in respect of this Agreement and on all other expenses incurred in execution of instruments and deeds in pursuant to this Agreement, including stamp duty and registration charges and pro-rata cost and expenses including stamp duty and registration of Deed of Assignment/ Transfer/Lease Deed in favor of the Said Organization shall be borne by Purchaser(s). However, it shall be the obligation and responsibility of Developer to execute and register a Deed of Assignment in favor of the Said Organization at the cost and expenses of Purchaser(s), which shall be executed within the time as specified by Developer.
3. Further, if there is any additional levy, which becomes due after the date of the Agreement, rate or charge of any kind attributable to the said Property/ the said Premises as a consequence of Government, Statutory or any other order of the Local Government, Authority, the same if applicable, shall also be paid by Purchaser(s), on the pro rata basis.
4. All statutory charges, GST and other charges and levies as demanded or imposed by the Authorities shall be payable proportionately by Purchaser(s) from the date of booking/ application as per demand raised by Developer.

1. All the Purchasers and occupants in the Said Project shall be   
   required to park their vehicles only at the parking space designated for their respective premises. The Developer has earmarked parking spaces for Four-wheelers and Two wheelers for respective premises in the Said Project. The Purchaser has purchased the Said premises after verifying the parking plan of the Said Project.  The occupants of concerned premises shall only use the car parking spaces for the authorized purpose and such car parking shall not be enclosed or gated without prior written permission from the Developer and the Local Authority and Planning Authority. The Purchaser(s) do hereby state and confirm that, Purchasers shall not be entitled to park their cars/four wheeler vehicles, if the Purchaser is not entitled to any parking as per the parking-earmarking plan.

1. The Total Price is escalation-free, save and except increases which the Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent Authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser for increase in the development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1. **FSI disclosure:**

The Developer hereby declares that FSI available in respect of the Project land is ***3378.76*** square meters and the Developer has availed additional FSI admeasuring  square meters on payment of premium.

1. **Minor alterations:**

The Developer shall have right to change floor plan of any floor by taking consent of Purchasers of premises in the relevant floor only and other Purchasers shall not have any objection for change of floor plan of other floors and such change shall be minor alteration. The Developer shall be required to procure permission for the additional floors within reasonable timeframe, failing which the Developer shall be required to complete construction of the Said Building and other sanctioned buildings as per the maximum floors sanctioned /to be sanctioned by the Planning Authority.

**ARTICLE 4**

**POSSESSION**

**4.1 Possession, Time and Compensation:**

1. The site of the PROJECT may not have few of the infrastructural facilities in place as on the date of booking or at handing over of possession as the same is to be provided by the Government / nominated government agency. Since this is beyond the control and scope of Developer, therefore, Purchaser(s) shall not claim any compensation for delay/non-provision of infrastructure facilities and/or consequent delay in handing over the possession of the Said Premises in the Project.
2. The Developer shall endeavor to give possession of the Said Premises to Purchaser(s) on or before **SEP 2024** and subject to force majeure circumstances and reasons beyond the control of Developer.
3. Developer on obtaining the Occupancy Certificate by the competent authorities shall hand over the Said Premises to Purchaser(s) for occupation and use and subject to Purchaser(s) having complied with all the terms and conditions of this Agreement.
4. If there is delay in giving possession of the Said Premises on the date mentioned herein (subject to Clause 4.1(a), then, Developer shall be entitled to moratorium period of 12 [Twelve] months for giving possession. Thereafter, Purchaser(s) shall be entitled to either:
5. Terminate the Agreement and receive refund of consideration paid by the Purchaser(s) to the Developer, excluding stamp duty, registration charges, GST and other taxes and charges within period of 1 month from the date of cancellation. Or
6. Claim for the compensation @ 6% (six percent) per annum for the amounts paid towards the Said Premises for the delay exceeding the moratorium period of 12 months. The adjustment of compensation shall be done at the time of delivery of possession of the Said Premises.
7. However, the compensation shall not be paid if the completion of the said Building in which the Said Premises is to be situated is delayed on account of force majeure circumstances mentioned herein.
8. In the event of Purchaser(s) failure to take over and/or occupy and use the Said Premises provisionally and/or finally allotted within the timeline as mentioned in the intimation in writing by Developer, then the same shall lie at his/her/their risk and cost and Purchaser(s) shall be liable to pay the maintenance charges after fifteen (15) days of intimation by Developer to take possession of the Said Premises. The said maintenance charges shall be applicable irrespective of physical possession being taken over or not by the Purchaser(s).
9. It is clarified that Developer shall send his intimation regarding the handing over of the possession to Purchaser(s) by e-mail on the official e-mail ID of the Purchaser(s) or at his address as mentioned in the recitals hereinabove unless modified/altered by way of intimation to Developer regarding the change of address duly sent by registered A.D. letter and/or personal receipt of letter at the office of Developer mentioned herein. Purchaser(s) shall not be entitled for compensation if he has defaulted or breached any of the terms and conditions of these presents.

**4.2  Force Majeure:**

Purchaser(s) agrees that the sale and possession of the Said Premises is subject to Force Majeure Conditions, which means any event or combination of events or circumstances beyond the control of a party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects Developer ability to perform obligations under this Agreement, which shall include but not limited to:

1. Acts of God. i.e. Fire, Drought, Flood, Earthquake, Epidemics, Natural Disasters or Calamities;
2. Explosions or Accidents, Air Crashes and; acts of Terrorism.
3. Non-availability of cement, steel or other construction material, labour, ban on mining, strikes of manufacturers, suppliers, transporters resulting in virtual stoppage of construction and development activities;
4. War and hostilities of war, riot, bandh or civil commotion, sabotage, plagues blockades, embargoes, insurrection, Governmental directions and intervention of defense Authorities or any other agencies of government, prolonged failure of energy;
5. Any legislation, order or rule or regulation made or issued by the Governmental Authority or Court, Tribunal and/quasi-judicial authority/body; if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals, occupation certificate, completion certificate/s for the Said Premises/Project or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever;
6. The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
7. In case of Force Majeure event, Developer shall be entitled to a proportionate extension for delivery of possession of the Said Premises, depending upon the contingency/prevailing circumstances at that time. Developer as a result of such a contingency arising thereto reserves, its right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of Developer so warrant Developer may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever may be claimed by Purchaser(s) for the period of suspension of scheme.

**4.3 Conditions precedent for Delivery of Possession:**

1. Purchaser(s) shall before taking possession of the Said Premises clear all the dues of Developer towards the Said Premises.
2. Purchaser(s) hereby agree/s that he/she/they shall be responsible and liable to pay GST as may be applicable on transfer and sale of the Said Premises by Developer to Purchaser(s). Purchaser(s) would also be liable to pay interest/penalty/loss incurred to Developer on account of Purchaser(s)’ failure and/or delay to pay GST and/or such other levies, statutory charges etc. within 7(seven) days of being called upon by Developer.
3. Purchaser(s) further agree/s that he/she/they shall be liable to pay any taxes, levies, statutory charges imposed by appropriate authorities applicable to transfer and sale of the Said Premises with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.
4. It is further agreed by Purchaser(s) that they shall before obtaining the possession of the Said Premises, pay the requisite amount of GST if and any other tax (if applicable) or any other taxes and charges levied by statutory authorities by time to time to Developer, for construction/sale of the Said Premises.
5. Maintenance Charges, Deposits, Electrical Meter Deposits/ Connection Charges, Water And Sewer Connection Charges, Documentation/Legal Charges And Any Other Charges/Deposits as may be applicable, shall be separately charged either by Developer or Maintenance Agency/Developer appointed by it and the same shall be paid by Purchaser(s) within the timelines as may be requested by Developer or Maintenance Agency/Developer from time to time.
6. Purchaser(s) do/does hereby agree to comply with all the laws of the land at all times, as may be applicable from time to time in respect of the Said Premises. Purchaser(s) shall be liable to pay the maintenance charges, taxes, statutory levies as applicable to the Said Premises from the date of possession.
7. Before receiving possession of the Said Premises, the Purchaser(s) shall execute all writings and documents as may be reasonably required by the Developer including Declarations, Applications, Indemnities, Possession receipt, Electric Meters transfer forms and other documents necessary or expedient for formation and registration of the Said Organization.

**4.4** **Structural Defect Liability:**

If at the time of handing over the said Premises to the Purchaser(s) or within period of 5 years from obtaining Occupancy Certificate, if any defect in the said Premises and/or the said Project is found to have existed and the same is communicated by the Purchaser(s) to the Developer, then wherever possible, such defects shall be rectified by the Developer at his own cost. The term Defect shall include only the defects specifically attributable to the defect in construction process. Developer shall not be responsible for any alteration/changes/modification carried out by Purchaser(s) or any other person in the said Premises and/or the said Project. In the event of such unauthorized alteration resulting in defect to other premises in the Said Project, the Purchaser(s) shall be responsible for curing such defect in the Said Premises and all other affected premises (as a result of unauthorized alteration) entirely at his own cost. The normal wear and tear, issues regarding internal and external colour and/or reckless use of premises shall not be covered under defect liability.

**ARTICLE 5**

**ALLOTMENT**

**5.1 Right of Developer:**

The allotment of the Said Premises is entirely at the discretion of the Developer and the Developer reserves his right to cancel the allotment and unilaterally terminate this Agreement in the event of the breach of the terms and conditions of this Agreement by Purchaser(s).

**5.2   Compliance of Rules, Regulations and By-laws:**

1. Purchaser(s) shall observe all the rules, regulations and bye-laws applicable to the allotment of the said Premises and agree/s that it will be used only as per the regulations and designs concerning to the Building of the said Project as approved by Planning Authority.
2. The said Premises along with the said Project shall be subject to the provisions of MOFA, RERA or any statutory enactment or modifications thereof and Purchaser(s) agrees and confirms that the Purchaser(s) shall comply with the statutory obligations created there under and any such other enactment applicable governing the transfer of the said Premises.
3. The said Premises will be used for the purpose for which it has been allotted and no obnoxious / unauthorized / illegal use will be carried out by the occupant in the said Premises/the said Project. Developer and his representatives, have full authority to enter the premises after giving 24 hour notice to ascertain and to take action individually or jointly in case Purchaser(s) or his/her/their nominee / occupant is / are found violating the terms and conditions laid down by Planning Authority, and to recover from Purchaser(s) as first charge upon the said Premises, the cost of doing all or any such act and thing, all cost incurred in connection therewith or in and any way relating there to, for putting the things correctly and in order.

**ARTICLE 6**

**MAINTENANCE**

**6.1 Payment of Maintenance Charges:**

1. The Purchaser(s), in respect of the Said Premises, shall be liable to bear and pay from the date of the  Said Project being completed, his share of the outgoings, maintenance charges, property taxes, non-agricultural taxes, rates, taxes, cess, assessments, insurance premium, Parking maintenance charges, costs of painting the  Said Project, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, gardens, open spaces and other parts of the  Said Project, the said Project, operation and maintenance and repairs of lifts, water pumps, lights, costs of water power and utility charges, equipments and other services, salaries of all staff including manager, chowkidars, sweepers liftmen and gardeners, cost of management and maintenance of common areas, amenities and facilities of the said Project and such other expenses as are necessary or incidental for maintenance and upkeep of the said Project, the said Project and other charges and levies of like nature, payable in respect of the Said Premises, the said Project, amenities, common areas, the Said Property and the said Project, to all government, semi-government local and public and/or private bodies and authorities, including the Corporation, the Collector and the Developer.
2. Purchaser(s) shall pay, as and when demanded, the maintenance charges including security deposit for providing, maintaining and up-keeping the Project and other deposits and charges for the various services therein, as may be determined by Developer or the Maintenance Agency/Developer  appointed for this purpose, as the case may be. The appointment of the Maintenance Agency/Developer will be at the sole discretion of Developer and Purchaser(s) shall abide by the decision of Developer and effect the payment in accordance with this Agreement.

**6.2 Maintenance Agreement:**

1. Purchaser(s) hereby give their irrevocable consent to become member of said Organization in accordance with the applicable acts, rules and bye laws and execute necessary documents as and when required. Purchaser(s) undertake/s to join the said Organization and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by Developer in his sole discretion for this purpose. Purchaser(s), till completion and handover of the     Project, authorizes the Developer to enter into a Maintenance Agreement with a Maintenance Agency/Developer or any other nominee/agency/association (s) or other body (hereinafter referred to as ‘the Maintenance Agency) as may be appointed/nominated by Developer from time to time at its sole discretion for the maintenance and upkeep of the said Projects/the Said Premises and Purchaser(s) undertake/s to pay the maintenance charges as raised by the Maintenance Agency/Developer from the date of the Certificate for Occupation and use granted by the competent authority on pro-rata basis irrespective of whether Purchaser(s) is in occupation of the Said Premises or not.
2. In order to secure due performance by Purchaser(s) in prompt payment of the maintenance charges and other charges/deposits raised by the Maintenance Agency/Developer, Purchaser(s) agrees to deposit, as per the schedule of payment/this Agreement and to always keep deposited with Developer or the Maintenance Agency/Developer, nominated by Developer, advance quarterly maintenance after completion of first 1 year of maintenance by the Maintenance Agency/Developer  or till the formation of the organization for the  said Project.
3. Further, Developer reserve the right to increase amount of advance quarterly maintenance from time to time in keeping with the increase in the cost of maintenance services and Purchaser(s) agrees to pay such increases within fifteen (15) days of demand by Developer.
4. Maintenance of the Said Project shall be carried out by the Maintenance Agency/Developer till formation of Said Organization and handover of maintenance activities by the Maintenance Agency/Developer to the proposed Said Organization.

**6.3** **Maintenance of Common Areas and amenities of the Project:**

1. It is agreed between the Parties that the common areas and amenities designated to be common for the entire Project shall be maintained by the Maintenance Agency/Developer till formation of separate society/company for all the three buildings in the Project.
2. The cost of maintenance of common areas and amenities shall be equally shared by all the Purchaser(s)/Allottee(s) of the occupied and ready for occupation residential units in the Project. The Maintenance Agency/Developer shall continue to carry out maintenance of the common areas and amenities of the Project till the completion of construction and development on the said entire Project and official handover of maintenance activities of common areas and amenities to the Said Organization for the Project.

**6.4** **Rights of Maintenance Agency/Developer:**

It is in the interest of Purchaser(s) to help the Maintenance Agency/Developer in effectively keeping the Said Premises and Project secured in all ways. Purchaser(s) hereby agree/s that for the purpose of security, the Maintenance Agency/Developer shall be free to restrict the entry of visitors, which the security appointed by the Maintenance Agency/Developer, feel suspicious. Purchaser(s) hereby agrees to abide by all the rules and regulations framed by the Maintenance Agency/Developer from time to time for the upkeep and maintenance of the Project.

**6.5 Right of entry in the Said Premises:**

After the possession, Purchaser(s) shall permit Developer and his surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Said Premises or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Project and for the purpose of repairing, maintaining, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case Purchaser(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and Developer is constrained to effect repairs at its cost, in that event such cost shall be recovered from Purchaser(s). However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. Purchaser(s) authorize/s Developer to break opens the doors/windows of the Said Premises and enters into the Said Premises to prevent any further damage to the other Premises/Project.

**6.6** **Delay/Failure in payment of Maintenance charges:**

Purchaser(s) agree/s and understand/s that Maintenance Agency/Developer  appointed by Developer from time to time and Developer at his sole discretion can disconnect or keeping in suspension any or all the services and connections if maintenance and/or consumption/usage charges are not paid within prescribed time limit.  Any delay in payment of maintenance charges beyond due date shall result in penalty at the rate of 18% per annum of the due maintenance amount for the first 2 months from the due date and delay beyond period of 2 months shall attract penalty at the rate of 24 % per annum.

**6.7 Internal Maintenance:**

The maintenance of Common Areas will be carried out by Developer/Maintenance Agency but those inside the Said Premises will be carried out by Purchaser(s) only.

**6.8 Maintenance Accounts:**

The Maintenance Agency/Developer shall maintain a consolidated account of all the amounts so collected by it and expenses incurred for the maintenance of said Project and the said Project. The Maintenance Agency/Developer shall provide consolidated account of maintenance of individual Project to the Said Organization and shall also provide consolidated accounts of maintenance of the Project to the concerned Said Organization and shall simultaneously transfer excess collection or claim deficit, as the case may be.

**6.9 Sub-Letting of the Said Premises:**

Purchaser(s) shall take a prior permission of Maintenance Agency/Developer in case of leasing the Said Premises and shall also sign an undertaking to pay the maintenance and any such other charges to be paid pursuant to the terms and conditions of these presents. Purchaser(s) shall submit the copy of the leave and license/lease agreement along with the police verification of the Licensee/Tenant to the Maintenance Agency/Developer immediately on sub-letting of the Said Premises.

**ARTICLE 7**

**RIGHTS AND OBLIGATIONS OF PURCHASER(S)**

**7.1**   **Compliance of Laws:**

That Purchaser(s) shall comply with all the legal requirements as required for the purchase of immovable property, as and when applicable. Purchaser(s) has specifically agreed with Developer that the allotment of the Said Premises shall be subject to strict compliance of code of conduct and house rules that may be determined by Developer for occupation and use of the Said Premises and such other conditions as per the applicable laws and further Purchaser(s) do hereby confirm and agree to abide by all the rules and regulations of the Maintenance Agency/Developer as would be formed later on amongst all Purchaser(s). Purchaser(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable to the transfer of the Said Premises and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by Purchaser(s) alone.

**7.2 Foreign Exchange Management Act (FEMA):**

1. If Purchaser(s), is the resident outside India or having Non Resident Indian (NRI) status, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and Rules/Guidelines made/issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India. Purchaser(s) shall also furnish the required declaration to the Developer in the prescribed format, if necessary. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/Developer, the amount paid towards Sale Price will be refunded by Developer as per rules without any interest and the allotment cancelled forthwith and Developer will not be liable in any manner on such account. All refunds to Non-Resident Indians (NRI) and Persons of Indian Origin (PIO), if any, shall, however, be made in Indian Rupees and Purchaser(s) alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the Sale Price as mentioned above from the concerned authorities.
2. In case of foreign remittance, the net amount credited to bank shall be taken as amount received and necessary bank charges shall be borne by Purchaser(s).

**7.3 Loans etc.:**

Purchaser(s) may obtain finance from any financial institution / bank or any other source for purchase of the Said Premises at their cost and responsibility. Purchaser(s)’ obligation to purchase the Said Premises pursuant to this Agreement shall not be contingent on Purchaser(s)’ ability or competencies to obtain such financing and Purchaser(s) will always abide and fulfill the terms of the present agreement. Developer shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the Said Premises on any ground or revokes the loan already granted. Further, if any bank/financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Purchaser(s) shall not make such refusal/delay an excuse for non-payment of any Installments/dues to Developer within stipulated time as per the payment plan.

**7.4 Putting up Sign Board:**

Purchaser(s) undertakes that he shall not put up any name or sign board, neon-light, publicity or advertisement material, hang clothes etc. at the external facade of the Project/s, inside the glass window or, anywhere on the exterior or Common Areas or at any places other than the place specifically designated by the Developer for commercial users. The Purchaser(s) shall be entitled to display his name plate only at the proper place, provided for the Said Premises and in the manner approved by Developer.

**7.5 Hazardous Chemicals/Material etc.:**

Purchaser(s) shall not keep any hazardous, explosive, inflammable chemicals/material etc., which may cause damage to the said Building. Purchaser(s) shall always keep Developer harmless and indemnified for any loss and damages in respect thereof.

**7.6 Commitment:**

Purchaser(s) agree/s that Purchaser(s) shall from time to time sign all applications, papers, documents, Maintenance Agreement, electricity agreement and all other relevant papers as required to be signed, in pursuance to the transactions and do all the acts, deeds and things as Developer may require in the interest of Project and for safeguarding the interest of Developer and/or Purchaser(s) in the Project including in particular, the requirement of the Income Tax Act 1961. In case of Joint Purchaser(s), any document signed/accepted/acknowledged by any one of the Purchaser(s) shall be binding upon the other.

**7.7 Inspection:**

Purchaser(s) undertake/s to permit Developer or its authorized representative and/or the Maintenance Agency/Developer and his authorized representatives’ at all reasonable hours, to enter the Said Premises for the purpose of inspection/maintenance while performing his duty.

**7.8 Transfer:**

1. The Purchaser shall not be entitled to transfer or assign the Said Premises without prior written permission of the Developer till the Organization is duly formed. Any such transfer shall be null and void and the Developer shall under such circumstances, at their sole discretion entitled to terminate the present agreement. Purchaser(s) cannot seek permission for transfer of the Said Premises in favour of a third party for twenty four (24) months from the date of allotment of the said Premises by Developer. Transfer of booking may be permissible after twenty four (24) months subject to approval by Developer, on such terms and conditions and guidelines as it may deem fit by Developer, subject to clearing all the sums due and payable under the present agreement. However, Purchaser(s) agree/s and undertake/s to execute/register the deed, document, agreement or writing as may be requested by Developer to record the transfer as mentioned hereinabove.
2. Stamp duty or other charges as may be applicable on any transfer/addition shall be paid by the transferor/transferee. Purchaser(s) shall indemnify and keep indemnified Developer against any action, loss, damage or claim arising against Developer for non-payment of such stamp duty and requisite charges.
3. The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to Developer on the date of submission of the request application. Purchaser(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.

**7.9 Modification in Terms of this Agreement:**

This Agreement shall supersede all previous writing, documents and arrangement between the Parties. The terms and conditions of this Agreement shall not be changed or modified, except by written amendments duly signed by the Parties.

**7.10 Registration under Real Estate (Regulation of Development) Act, 2016:**

Developer being developer of said project applied and obtained RERA Registration in the phase manner. The Developer had applied and obtained Registration for the Phase 1 as said project as separate Registration Number under RERA on  dated **1/9/2017 being RERA Registration No. P51700005511.** The developers shall obtain registration for next phases of the project in due course of time

**7.11 Internal Maintenance:**

That it is understood by Purchaser(s) that the internal maintenance of the Said Premises shall always remain the responsibility of Purchaser(s).

**7.12 Installation of Air Conditioners:**

Purchaser(s) agree/s not to fix or install air conditioners or heaters in the Said Premises, save and except at the places which have been specified in the Said Premises for the installation nor in any way disturb the external facade of the Said Premises.

**7.13 Installation of Window Antenna:**

Purchaser(s) agree/s not to fix or install any window antenna on the roof or terrace or external facade of the said Building except by the prior sanction of Developer/Maintenance Agency/Developer/the said Organization and at places earmarked by Developer.

**7.14 Uses as Per Sanctioned Plans:**

It is clearly understood and agreed by Purchaser(s) that the Said Premises shall not be used for any purpose other than for residential purpose and shall not be used in any manner that may cause nuisance or annoyance to occupants of other premises. Purchaser(s) hereby agrees to indemnify Developer and/or his agents against any action, damages or loss caused on account of any misuse and the same shall be at risk and responsibility of Purchaser(s) and any consequences arising there from shall be borne by Purchaser(s) alone.

**7.15 Applicability of Provisions:**

It is clearly understood and agreed by and between the parties that all the provisions contained herein and the obligation arising hereunder in respect of the project shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent Purchaser(s)/assignees/nominees of the Said Premises as the said obligation go along with the Project for all intents and purposes.

**7.16 Mischief:**

Purchaser(s) shall not create any mischief and shall not do any act or omission as could disturb the peace, serenity, tranquility of the Said Premises or of other occupants.

**ARTICLE 8**

**RIGHTS AND OBLIGATIONS OF DEVELOPER**

**8.1 Formation of Said Organization:**

The Developer may form and register separate Co-Operative Housing Societies or Company i.e. the Said Organization of the Purchaser(s) of the Said Premises for every building in the Said Project.

**8.2** **Right of Way:**

The Developer shall have full and unfettered right to grant to any of the occupants of any other project/s standing on any plot/s adjacent to and/or in the vicinity of the Said Property Right of Way inter alia on the Said Property and/or any part thereof even after formation of Said Organization as is hereby envisaged and/or after execution of a conveyance of the Said Property and/or any part thereof as is hereby envisaged and the Purchaser(s) either individually or collectively as a member of any such Said Organization shall not object to any such arrangement on any ground whatsoever.

**8.3** **Rules, Regulations and Bye-Laws of Said Organization:**

The proposed Organizations to be formed for all the three buildings shall be entitled to frame such rules, regulations and by-laws for the effective maintenance and management of the infrastructure as the governing body for the time being of such Organizations may deem fit and proper and the same shall be binding and shall have full effect and full force against the Purchaser(s). Any contravention/violation of the said rules, regulations or bye-laws as framed by the Said Organizations by their members or others shall be liable to such action as stated in the said rules, regulations and bye-laws or as the Said Organization may determine from time to time. The Said Organization shall unconditionally accept and adopt such guidelines as framed by the Developer. The Purchaser(s) hereby agrees, confirms and undertakes to pay such monthly charges as may be determined by the Said Organization from time to time for the maintenance, upkeep, repairs and replacements and/or renovation of such infrastructure facilities as mentioned hereinabove. The Purchaser(s) has/have entered into this Agreement after having understood the above arrangement and the Purchaser(s) shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Said Organization and the said arrangement shall be final and binding on the Purchaser(s). It is further agreed, accepted and confirmed by the Purchaser(s) that until the Said Organizations are formed and constituted for the maintenance and management of the infrastructure as mentioned hereinabove the Developer may grant the Maintenance Agency/Developer full power, control and absolute authority to manage and maintain the said infrastructure facilities as mentioned hereinabove in the manner they may deem fit and for that purpose the Maintenance Agency/Developer  shall be entitled to lay down such terms and conditions as regards payment by the Purchaser(s) of Premises in all the Project regarding monthly maintenance charges or otherwise to enable the said the Maintenance Agency/Developer  to effectively maintain the said infrastructure facilities. The Purchaser(s) has/have hereby agreed to abide by the terms as laid down by the Developer and the Purchaser(s) shall has/have no right to question and dispute the decision of the Developer in regard to his powers and the authority for maintaining and managing the said infrastructure facilities. In the event the Purchaser(s) fail to abide by the terms and conditions as laid down by the Developer, the same shall be deemed as a breach of the terms of this agreement and thereupon the Developer shall have the right to avail of the remedies under the law and as per the terms of this Agreement, even though the Purchaser(s) shall not have taken possession of the Said Premises and the Purchaser(s) shall not have paid the consideration amount and all other dues under the said Agreement.

**8.4** **Conveyance:**

The Said Property with the said Buildings shall be conveyed or caused to be conveyed in favor of the organizations to be formed for the said Complex after completion of all the phases of the said project. Until such Conveyance is executed, the right of the Purchaser(s) shall be confined only to the respective premises and the Purchaser(s) and/or the organization to be formed for the purpose of the said Building shall have no right on any portion of the Said Property. However, in the event of failure of the Developer to commence with the actual construction and development of next phases, till the completion of First Phase, the Developer shall convey the Said Property in favor of Organizations formed for completed buildings within a period of one year from the receipt of last occupancy certificate for all the buildings and structures forming part of the Complex. The conferment of right shall take place only in respect of the Said Property and the said Buildings in favour of the organization on the execution of the Conveyance as aforesaid. Unless all the Purchaser(s) of flats premises etc. have paid all their dues including their contribution for Stamp Duty and Registration Charges payable on such conveyance/s or lease deed/s as the case may be, to the Developer, the Developer shall not be bound to execute or cause the conveyance to be executed in favour of the organization/s.

**8.5  Raising of funds:**

1. Purchaser(s) hereby declare/s and confirm/s that Developer has prior to the execution hereof, specifically informed Purchaser(s) that:-
2. Developer may enter into an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "the said Banks"), under which the said Bank would grant a line of credit to Developer to facilitate development of said project undertaken and carried on by it, and as security for repayment of loans which may be advanced to Developer by the said Bank, Developer creates or causes to be created mortgages/charge on the unsold constructed premises thereon in favour of Said Banks, and the securities created in favour of the said Banks may be substituted from time to time;
3. Developer specifically reserves the right to offer and to create charge on Project (except the said Premises) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to Developer and Purchaser(s) shall give his/her/ their/its consent and permission to Developer for doing the same. Purchaser(s) whenever asked in support of by Developer in this regard shall give and grant to Developer, his/her/their/its specific, full, free and unqualified consent and permission for doing the same.

**8.6    Telecommunication, DTH, cable and Internet Services etc.:**

It is agreed between the Parties that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the Project, it is agreed that Developer shall regulate the entry of telecom DTH, cable and Internet Services agency/services in the Project till formation of Said Organization for all projects as the case may be. After formation of Said Organization for all projects, such institution shall regulate the entry of telecom agency/services in the Project.

**8.7 Others:**

1. In case during the course of construction and/or after the completion of the Complex, further construction on any portion of vacant land or building or terrace becomes possible, Developer shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of Purchaser(s) in Said Property and/or in the Common Areas and facilities shall stand varied accordingly. Purchaser(s) has no objection and they have given their consent to such construction by Developer.
2. In the event of paucity or non-availability of any material, Developer may use alternative materials/article but of similar good quality. Decision of Developer on such changes shall be final.
3. The Developer shall be entitled to allot any portion of the Said Property or portion of common area or amenities to the utility supplier for the purpose of setting up electric transformer, communication or data antenna, or for any other utility services.

**8.8 Rights to Common Area and Amenities:**

The Purchaser(s) shall have no claim save and except to the Said Premises hereby agreed to be purchased by him/her/them and all other portion of the Project shall remain the property of the Developer until transfer thereof to the proposed Said Organization or other association of the separate societies of the Purchaser(s) of all the premises or the sale of the last premises by the Developer whichever is later.  The Purchaser(s) shall have no claim upon the open spaces, parking spaces, (other than unless specifically allotted by the Developer lobbies, terrace, garden area of the property to such Said Organization of the Purchaser(s) of all the premises or the sale of the last premises by the Developer whichever is later and thereafter to such Said Organization.

**8.9 Part Occupancy Certificate:**

The Developer shall be at liberty and entitled to complete any project/part/portion/floor of the said Project and apply for and obtain part occupancy certificate thereof and give possession thereof to the Purchaser(s) of the Said Premises therein and the Purchaser(s) herein shall not object to the same.  In such event, however, if the Purchaser(s) take/s possession of his premises in such part completed portion of the Project and the remaining work is carried on by the Developer or his agent or contractors with the Purchaser(s) occupying his premises, the Purchaser(s) shall not obstruct or object to the execution of such work, even if the same shall cause any nuisance or annoyance to him or other occupants of the Said Premises.

**ARTICLE 9**

**USES**

**9.1  Alteration/Demolition/Destruction of Structure:**

1. Purchaser(s) undertake/s that he will not alter/demolish/destroy or cause to demolish/destroy any structure of the Said Premises or any addition(s) or alteration(s) of any nature in the same or in any part thereof. Purchaser(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the Said Premises in any form. Purchaser(s) shall also not change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/hedging/grills without the prior permission of Developer. Purchaser(s) shall not partly/fully remove any walls of the Said Premises including load bearing walls/structure of the same, which shall remain common between Purchaser(s) and the owners of adjacent premises.
2. Purchaser(s) shall keep the portion, sewers, drains and pipes in the Said Premises and appurtenances thereto in good and tenantable condition, and in particular, so as to support, shelter and protect the other parts of the Said Building in which the Said Premises is situated, and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs or RCC pardis or other structural changes in the Said Premises, without the prior written permission of the Developer (after conveyance of the Said Property in favour of the organization) and wherever necessary, without the prior written permission of the concerned government, local and public bodies and authorities; and licensed structural engineer in case of modifications/alterations to structural members.
3. No request for modification or change in the exterior facades and no internal structural changes of the Said Premises will be permitted. No reimbursement or deduction in the value of the Said Premises shall be considered by Developer in case Purchaser(s) desire/s (with prior written approval/consent of Developer) to do some works/install some different fittings/floorings etc. on their own within the Said Premises and request Developer not to do such work/install fittings/floorings etc. within the Said Premises.

**9.2 Nuisance:**

Purchaser(s) shall not be allowed to do any activity, which may be objected by the other residents, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the Project including defacing of common walls, lifts or throwing or dumping of refuse/garbage, which could be subject to fine or penalties as per the laws of the land, as applicable from time to time.

**ARTICLE 10**

**ASSOCIATION OF PURCHASERS**

1. The Purchaser acknowledges that the Developers have developed the said Project on the said Property and the Developers intend to form a condominium or a Society of all the purchasers of Premises in the Building (hereinbefore and hereinafter referred as “Body Corporate”). The Purchaser shall thus along with other purchasers of Premises in the Building shall join in forming and registering the Body Corporate to be known by such nr as the Developers  may decide and for this purpose, they shall from time to time sign and execute the application for registration and for membership and other papers and document necessary for the formation and registration of the Body Corporate for becoming a member, including adoption of the bye-laws thereof, and shall duly fill in, sign and return them to the Developers within 30 (thirty) days of the sane being forwarded by the Developers to such purchasers, so as to enable the Developers to register the Body Corporate, under the relevant enactment. No objection shall be taken by the Purchaser, if any, changes or modification are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be or any other competent authority.

1. In the event of the Body Corporate being formed and registered before the sale and disposal by the Developers of all the Premises and other premises in the building, the power and authority of the Body Corporate shall always be subject to the overall authority and control of the Developers in respect of any of the matters concerning the building, the construction of additional floors thereon and all amenities pertaining to the same and in particular the Developers has the absolute authority and control as regards all the unsold Premises and other premises in the Building and the disposal thereof. The Developers shall be liable to pay the municipal taxes at actual only in respect of the unsold Premises and other premises. In such case, the Developers shall join in as the member in respect of such unsold Premises and as and when such premises are sold to the persons of the Developers’ choice, the Body Corporate shall be bound to admit such Purchasers as members without charging any premium or other extra payment or transfer charges.

1. The Purchaser agrees and covenants that the proportionate share of the Purchaser in the said common areas and common facilities shall be finally determined at the time of formation of the Condominium’ Society any other Body Corporate. The Purchaser expressly consents to such changes in the proportionate share and hereby expressly authorizes the Developers to so increase or decrease the proportionate share of the Purchaser in the said common areas and common facilities of Building and the Purchaser hereby irrevocably agrees to accept the changed share, if any.

1. The Developers shall at its discretion (after the sale of all the Premises in the Building and after receiving the entire sale proceeds in respect of the same) transfer or either in the said Property to the Body Corporate and execute declaration/conveyance,’ Lease Deed or such other document in favour of the Body Corporate, as the Developers decides;

1. All documents necessary for the formation and registration of the Body Corporate shall be prepared by Advocates & Solicitors of the Developers. All costs, charges and expenses, including stamp duty and registration charges, in connection with the preparation, stamping and execution of such documents shall be borne and paid in proportion by all the Purchasers of the building.

**ARTICLE 11**

**INSURANCE**

1. It will be sole obligation of the Purchaser to insure the said Premises after possession is offered to the Purchaser.
2. The expression “insurance” as referred in this clause above shall mean and include insurance against fire, earth quake and other natural calamities.

**ARTICLE 12**

**INDEMNITY**

**12.1 Special, Consequential or Indirect Loss:**

Purchaser(s) acknowledges that Developer shall not be liable to Purchaser(s) for any special, consequential or indirect loss arising out of this Agreement. Purchaser(s) further indemnifies Developer of any damage caused to the Said Premises/the said Buildings, while performing the alteration by him/her/them or his deputed personnel.

**12.2 Abidance by Terms and Conditions:**

Purchaser(s) hereby agree/s that he shall abide by the terms and conditions of this Agreement and the applicable laws and should there be any contravention or non-compliance by Purchaser of any of the provisions of this Agreement, Purchaser(s) shall be liable for such act, and if any loss is occasioned to Developer, Purchaser(s) shall indemnify Developer for such loss.

**12.3 Further Covenants:**

Purchaser(s) hereby covenant/s with Developer to pay from time to time and at all times, the amounts  which Purchaser(s) is liable to pay as agreed herein and to observe and perform all the covenants and conditions of booking and sale. Purchaser(s) hereby covenant/s to keep Developer and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performances of the said covenants and conditions and also against any loss or damages that Developer may suffer as a result of non-payment, non-observance or non-performances of the said covenants and conditions by Purchaser(s).

**ARTICLE 13**

**INSPECTION**

After handing over possession of the Said Premises by the Developer in favour of the Purchaser(s), Developer or its Authorized Representative shall have the right from time to time during the business hours and otherwise on any working day or on a holiday, with prior notice in writing to Purchaser(s), to enter upon the Said Premises for the purpose of inspecting the services in the Said Premises and for carrying out maintenance work in the Said Premises.

**ARTICLE 14**

**AGREEMENT FOR SALE**

**14.1 Stamp Duty and Registration Charges:**

The stamp duty, registration fee/ charges and other expenses paid on the execution of this Agreement shall be borne by Purchaser(s).

**14.2 Prior Permission:**

Purchaser(s) shall not assign, transfer, lease or part with possession of the Said Premises without prior written permission of the Developer.

**ARTICLE 15**

**SETTLEMENT OF DISPUTES**

**15.1 Mutual Discussion:**

All or any disputes arising out or touching upon or in relation to the terms of the application, this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion.

**15.2 Arbitration:**

All disputes or differences whatsoever which shall at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this Agreement or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them, under or by virtue of these presents or otherwise, or as to any other matter in any way connected with or arising out of or in relation to the subject matter of contained in these presents, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to single arbitrator. The award of the arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be held in Thane only. The proceedings shall be conducted in English language.

**ARTICLE 16**

**NOTICE**

**16.1 No Obligation:**

It is clearly agreed and understood by Purchaser(s) that it shall not be obligatory on the part of Developer to send reminders regarding the payments to be made by Purchaser(s) as per the Payment Plan or obligations to be performed by Purchaser(s) under the terms and conditions of this Agreement or any further document signed by Purchaser(s) with Developer.

**16.2 Communication Address:**

Purchaser(s) shall get registered his/her/their communication address and email address with Developer and it shall be the sole responsibility of Purchaser(s) to inform Developer about all subsequent changes, if any, in his/her/their e-mail address, postal address, by registered letter and also obtain a formal specific receipt of the same, failing which all communications/letters posted at the first registered address/postal address will be deemed to have been received by Purchaser(s) at the time, when those should ordinarily reach such address and he/she shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the Said Premises must be mentioned clearly.

**16.3 Communication Mode:**

Developer will communicate with Purchaser(s) mainly through official e-mail address. Purchaser(s) may communicate with Developer using officially notified e-mail id. All Notices/Letters of communication to be served on Purchaser(s) as contemplated by this Agreement shall be deemed to have been duly served, if sent to Purchaser(s) or to the Second Purchaser(s)  in case of more than one Purchaser(s) at the postal address or official e-mail address given by Purchaser(s). However, any change in the address of Purchaser(s) shall be communicated to Developer through registered post within 7 (Seven) days of such change. In case there are joint Purchaser(s)  all communication shall be sent by Developer to Purchaser(s) whose name appears first, at the postal address/official e-mail address given by him for mailing and which shall for all purpose be considered as served to all Purchaser(s) and no separate communication shall be necessary to the other named Purchaser(s).

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

ALL THOSE pieces and parcels of land are bearing Survey No. FP 106  admeasuring 3378.76 square meters or thereabout popularly known as **Hajuri Gaon situated between Louiswadi and RTO Office, within the Registration District of Town Planning, Panchpakhadi – Thane** forming part of residential/Free zone and bounded as follows:

On or towards the East: As per the Land Record

On or towards the West: As per the Land Record

On or towards the North: As per the Land Record

On or towards the South: As per the Land Record

**SECOND SCHEDULE ABOVE REFERRED TO:**

**(Said Premises)**

**COMMERCIAL 21ST FLOOR**   admeasuring**2560** Square Feet of usable Carpet Area, **3968 SQ FT  SALEABLE AREA** on **20TH FLOOR** as in the Project MORYA HEIGHTS- **REAHAB BUILDING R-1 / FLAT NOS. 2101**

**IN WITNESS WHEREOF** the parties have hereto set and subscribed their respective hands and seal the day and year first hereinabove written.

SIGNED AND DELIVERED )

By the within named Developer

)

**MORYA INFRACONSTRUCT PVT. LTD.** )

**PRIVATE LIMITED through its Director**

**MR.SHASHANK BALKRISHNA PARAB**

**SIGNED AND DELIVERED**  **)**

By the within named **“PURCHASER(S)” )**

**)**

**MR.**

**)**

In the presence of: **)**

1.

2.

**RECEIPT**

Received of and from the within named Purchaser/s, the sum of

| **Bank** | **Cheque  No.** | **Date** | **Amount** |
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WE SAY RECEIVED

For **Morya Infraconstruct Pvt Ltd**

**Authorized Signatory**

**ANNEXURE I**

(Description of the Fixture, Fittings and facilities)

|  | Location | FP-106, Morya Heights **REAHAB BUILDING R-1**  Opp. Swami Samarth Chowk,  Green Road, Hajuri,  Near RTO, Thane - West |
| --- | --- | --- |
|  | Electrical | Concealed copper wiring in the entire flat with ELCB and MCB |
|  | Entrance Lobby | Entrance Lobby with Marble Granite and Decorative Light Fitting |
|  | Lifts | Modern lifts with high capacity |
|  | External Finish | Entire building painted with cement paint and acrylic emulsion |
|  | Flooring | Vitrified flooring in the leaving room, bedroom, kitchen.  Glazed tiles flooring and wall tiling in the toilets and bathroom |
|  | Kitchen  / Bathroom | Solid surface platform with coloured wall tiles. Stainless steel sinks.  Bathroom and Toilets concealed plumbing with high quality sanitary fittings and wash basin. |