

AGREEMENT

This Agreement is made at Mumbai this ____ day of _____
20____

Between

M/S. ASHRAY ESTATES, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its principal place of business at 11/12, Nagarwala Colony, Opp. Laxminarayan Shopping Centre, Poddar Road, Malad (East), Mumbai 400 097, hereinafter referred to as the “**Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner, his/her/their assigns) of the **First Part**;

And

VIRENDRA SINGH RATHORE having their address at **A 30, KAILASH NAGAR, MARG NO 13, JHOTWARA, JAIPUR, RAJASTHAN 302012** hereinafter referred to as the “**Allottee**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his heirs, executors administrators, in case of firm, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and in case of a company its successors and permitted assigns) of the **Second Part**:

WHEREAS:

- A. Prior to 4th July 1985 one Prabhakar Vishnu Yewle was the owner of all that piece and parcel of land bearing CTS Nos.78, 78/1 to 25 of Village Kurla-4 and admeasuring about 685.7 sq. mtrs or thereabout situate at New Mill Road, Kurla(West), Mumbai-400 070 (“**the Narveer Tanaji Society Land**”) together with the chawl structure/s standing thereon;
- B. The said chawl structure/s were notified as a ‘slum’ under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 by virtue of the Gazette Notification bearing No. ENC/DCK-III/SR-20 dated 16th February 1978 issued by the Deputy Collector (ENC), Kurla-III and Competent Authority;

- C. Pursuant to the negotiations in that regard, it was decided that the occupants of the said chawl structure/s would form themselves into a co-operative society to be known as ‘Narveer Tanaji Society’, and that the said Prabhakar Vishnu Yewle would convey the Society Land together with the chawl structure/s standing thereon in favour of the said society on agreed terms and conditions;
- D. Accordingly, by and under the Indenture of Sale dated 4th July 1985 executed by and between the said Prabhakar Vishnu Yewle of the one part and one Damodar Balkrishna Nevgi in his capacity as the Chief Promoter of the Narveer Tanaji Co-operative Housing Society (Proposed) of the other part and registered in the Office of the Sub-Registrar of Assurances at Bombay under Sr. No. S-2465 of 1985, the said Prabhakar Vishnu Yewle sold and conveyed the Society Land together with the chawl structure/s standing thereon in favour of the said Damodar Balkrishna Nevgi in his capacity as the Chief Promoter of the Narveer Tanaji Co-operative Housing Society (Proposed) at or for the consideration and upon the terms and conditions mentioned therein;
- E. On 21st November 2003, the said Narveer Tanaji Co-operative Housing Society Limited (“**the Narveer Tanaji Society**”) was duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, comprising as its members, the said occupants of the said chawl structure/s standing on the Society Land;
- F. Upon registration of the Narveer Tanaji Society, the name of the Narveer Tanaji Society was entered as the owner of the Narveer Tanaji Society Land in the Property Register Card extracts in respect thereof;
- G. In the circumstances, the Narveer Tanaji Society became the owner of the Narveer Tanaji Society Land and the chawl structure/s standing thereon;
- H. By and under the Development Agreement dated 28th December, 2007 executed by and between the Narveer Tanaji Society of the one part and M/s. Sai Corporation (a sole proprietary concern of Bharat P. Desai) of the other part and registered in the Office of the Sub-Registrar of Assurances at Kurla-1 under Serial No.BDR-3/9523 of 2007, the Narveer Tanaji Society granted development rights in respect of the Narveer Tanaji Society Land in favour of the said M/s. Sai Corporation, in the manner and for the consideration and upon the terms and conditions mentioned therein;
- I. Thereafter and pursuant to the negotiations in that regard, the Narveer Tanaji Society and the said Sai Corporation for various reasons mutually agreed to cancel/terminate the said Development Agreement dated 28th December, 2007 to the end and intent that the Narveer Tanaji Society

would be free to deal with the Narveer Tanaji Society Land in such manner as it in its sole discretion deem fit;

- J. Accordingly, by and under the Development Agreement dated 19th October 2018 executed by and between the Narveer Tanaji Society of the first part, the said M/s. Sai Corporation of the second part and the Promoter of the third part and registered in the Office of the Joint Sub-Registrar of Assurances at Kurla-4 under Serial No. KRL-4/12958 of 2018, the Narveer Tanaji Society, with the consent and confirmation of the said M/s. Sai Corporation, granted development rights in respect of the Narveer Tanaji Society Land in favour of the Promoter , in the manner and for the consideration and upon the terms and conditions mentioned therein;
- K. One Navinchandra Laxmanbhai Kurlawala and others (collectively “**the Kurlawalas**”) were originally the sole and absolute owners of the land now bearing CTS Nos. 77A, 77A/1 and 77A2, 77B and 77B/1 to 32 of Village Kurla - IV, admeasuring 4443.6 square metres in the aggregate, situate at New Mill Road, Kurla (West), Mumbai (collectively “**the Kurlawalas Land**”);
- L. By and under the Deed of Conveyance dated 22nd November 2010 executed by and between the Kurlawalas of the one part and M/s. Sai Corporation of the other part and registered in the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. BDR-3/12754 of 2010, the Kurlawalas sold and conveyed the Kurlawalas Land in favour of the said M/s. Sai Corporation, at or for the consideration and upon terms and conditions mentioned therein;
- M. From and out of the Kurlawalas Land on account of a D. P. Road reservation all that piece and parcel of free-hold land bearing CTS Nos. 77B and 77B/1-32 of Village Kurla-4, Taluka Kurla, admeasuring 1247.3 square metres or thereabout(the Ashray Estates Land) is naturally sub-divided.
- N. A portion admeasuring 910.19 square metres from and out of the Ashray Estates Land was declared as a ‘slum land’ under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 by the Gazette Notification bearing No. SRA/DSLRL/Desk-1/T-S1/2G/Sai Kurlawala /2014/878 dated 1.07.2014 issued by the Chief Executive Officer, Slum Rehabilitation Authority;
- O. Pursuant to the aforesaid it was decided that the occupants of the said slum land would form themselves into a co-operative society to be known as ‘Sai Kurlawala Society’
- P. By and under the Deed of Conveyance dated 19th October 2018 registered in the office of the Joint Sub-Registrar of Assurances at Kurla-4 under

Serial No. KRL-4/12960 of 2018 read with Amendment of Conveyance dated 12th November 2020 registered in the office of the Joint Sub-Registrar of Assurances at Kurla-4 under Serial No. KRL-4/10893 of 2020 executed by and between the said Sai Corporation of the one part and the Promoter of the other part and , the said M/s. Sai Corporation sold and conveyed the Ashray Estates Land together with the slum structures standing thereon in favour of the Promoter at or for the consideration and upon the terms and conditions mentioned therein;

- Q. Upon application made in that regard, the name of the Promoter was entered as the owner of the Ashray Estates Land in the Property Register Card extracts in respect thereof;
- R. In the circumstances, the Promoter became the sole and absolute owner of the Ashray Estates Land;
- S. Pursuant to the said Development Agreement dated 19th October 2018 and the Deed of Conveyance dated 19th October 2018, the Promoter has become entitled to redevelop the Narveer Tanaji Society Land along with the Ashray Estates Land as a composite project under the Slum Rehabilitation Scheme. (the Narveer Tanaji Society Land and the Ashray Estates Land are hereinafter collectively referred to as “**the Project Land**” and is more particularly described in Part I and Part II of the **First Schedule** hereunder written and delineated in red colour boundary line on the plan annexed hereto and marked **Annexure “1”**).
- T. In the circumstances, by virtue of the aforesaid events and documents the Promoter has been validly appointed as a developer in respect of the said Project Land in accordance with the provisions of Regulation 33(10) and Appendix IV of the DCPR; and the Promoter is recognized as such by the Slum Rehabilitation Authority “**SRA**”); and entitled to redevelop the Project Land in accordance with the provisions of Regulation 33(10) and Appendix IV of the DCPR
- U. The Promoter has obtained the Letter of Intent bearing No. SRA/ENG/2246/L/PL/LOI dated 11th August 2020 in respect of the composite redevelopment of the Project Land as a slum rehabilitation scheme, on the conditions mentioned therein and has got the plans, specifications, elevations, sections and other details of building to be known as “Jaswanti Bliss” (the “**Building**”) with 3 wings namely “**A**” wing, “**B**” wing (collectively referred to as the “**Sale Wings**” and individually referred to as “the **Sale Wing**”) and “**C**” wing (“**Rehab cum Sale Wing**”) with 2 levels of basement, commercial premises on the ground floor and several upper floors duly approved and sanctioned by Slum Rehabilitation Authority

- V. The development of the Building is proposed as a “real estate project” by the Promoter and has been registered as a ‘real estate project’ and hereinafter referred to as “**the Real Estate Project**” with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of The Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of The Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”). The Authority has duly issued the Certificate of Registration for the Real Estate Project, as per the details more particularly mentioned in the **Third Schedule** hereunder written and is hereinafter referred to as the “**RERA Certificate**” and a copy of the RERA Certificate is annexed and marked as **Annexure “2”** hereto;
- W. The Allottee has, prior to the date hereof, examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects;
- X. As per Annexure II issued by the SRA comprising of occupants of Narveer Tanaji Society and Sai Kurlawala Society (Proposed) there are 65 eligible dwellers
- Y. The total floor space index (“**FSI**”) consumed/proposed to be consumed in the Real Estate Project is more particularly set out in the **Third Schedule** hereunder written;
- Z. The common areas, facilities and amenities in the Wing A and B which may be usable by the Allottee on a non-exclusive basis along with the other allottees/occupants of the Wing A and B are listed in Part I of the **Second Schedule** hereunder written and shown in the plan annexed hereto as **Annexure 3 (“Sale Wing Amenities”)**. Similarly the common areas, facilities and amenities in the Wing C which may be usable by the allottees /occupants on a non exclusive basis along with the other allottees/occupants of the Wing C are listed in Part II of the **Second Schedule** hereunder written and shown in the plan annexed hereto as **Annexure 3 (“Rehab cum Sale Wing Amenities** The common areas, facilities and amenities in the Wing A and B shall be used by allottees /occupants of the Wing A and B only.;
- AA. SRA has sanctioned plans for construction of the Real Estate Project and has issued the Intimation of Approval and Commencement Certificate and Occupation Certificate /Building Completion Certificate with respect to the Real Estate Project and hereinafter referred to as “**IOA**”, “**CC**” and “**OC**”

- respectively. Copies of the IOA and CC are annexed hereto and marked as **Annexure “4”, Annexure “5” and Annexure “6”** respectively hereto;
- BB. The Promoter has obtained change of user with regards to the residential premises of Wing A and B as a hostel, co-living center, paying guest accommodation, corporate or other guest house etc.
- CC. The Promoter has entered into a duly registered Leave and License Agreement dated **3rd February 2024** bearing no. **KRL2-2451-2024** with **ZOLOSTAYS PROPERTY SOLUTIONS PVT.LTD** for letting out residential premises more particularly described in **Third Schedule** hereunder written, hereinafter referred to as **“the Premises”** and shown in red hatched lines on the typical floor plan annexed hereto as **Annexure “7”** on the terms and conditions and for the consideration therein stated;
- DD. The Allottee is, subject to the aforesaid Leave and License Agreement, desirous of purchasing on ownership basis, residential premises more particularly described in **Third Schedule** hereunder written, hereinafter referred to as **“the Premises”** and shown in red hatched lines on the typical floor plan annexed hereto as **Annexure “7”**;
- EE. The Promoter has the right to sell the Premises in the Real Estate Project, to enter into this Agreement with the Allottee in respect of the Premises and to receive the Consideration (as defined hereinbelow) in respect thereof;
- FF. The Allottee has demanded inspection/information from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title by which the Promoter has acquired right, title and interest to develop, and all the approvals and sanctions issued by relevant authorities for the development of the Project Land and the Real Estate Project and all the documents mentioned in the Recitals hereinabove and such other documents as are specified under RERA and the Rules and Regulations made thereunder;
- GG. The Promoter has appointed Mr. Vishwas Satodia as Architect and Mr. Dwijen Bhatt as RCC Consultant for the preparation of the structural designs and drawings of the Building and the Promoter accepts the supervision of the architect and the structural engineers till the completion of the Building;
- HH. The Promoter has got the plans, specifications, elevations, sections and other details of the Building duly approved and sanctioned by the SRA and has obtained Letter of Intent bearing No. SRA/ENG/2246/L/PL/LOI dated 4th October 2019. The Promoter has obtained Occupation Certificate/Building Completion Certificate dated 18th October 2023, bearing No. SRA/ENG/2897/L/PL/AP with regards to the Building;

- II. The Promoter has sole and exclusive right to sell all the premises in the Sale Wings [“ **Sale Wings Premises**”]and the premises for sale as approved by SRA in the C Wing (**Wing C Sale Premises**) of the Building [Sale Wing Premises and Wing C Sale Premises are collectively referred to as “**the Sale Component**”)and to enter into agreement/s with the purchasers in respect of the Sale Component and to receive the sale consideration in respect thereof;
- JJ. The Promoter is in possession of the Project Land;
- KK. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under **RERA** and the Rules and Regulations made thereunder and the Allottee is fully satisfied with the title in respect of the Project Land and the Promoter’s right to sell and allot the Premises in the Building;
- LL. The copies of (i) Title Certificate dated 10th June 2020 issued by Ameer Dharmadhikari, Advocate, (ii) the P. R. Cards, (iii)LOI have been annexed hereto and marked as **Annexures “8”, “9”, “10”** respectively;
- MM. The Promoter, subject to the aforesaid Leave and License Agreement , has agreed to sell to the Allottee on ownership basis and the Allottee ,subject to the aforesaid Leave and License Agreement , has agreed to purchase and acquire from the Promoter, Flat No. **1001** admeasuring **55.01** square meter RERA carpet area (equivalent to **592.13** square feet RERA carpet area) on the **10th** floor in A Wing in the building to be known as Jaswanti Bliss [the **Premises**] , at or for the price more particularly mentioned in the **Third Schedule** hereunder written and hereinafter referred as the “**Consideration**” payable by the Allottee to the Promoter in the manner set out in the **Fourth Schedule** hereunder written. Prior to the execution of these presents, the Allottee has paid to the Promoter part payment of the Consideration of the Premises as more particularly mentioned in the Fourth Schedule hereunder written (the payment and receipt whereof the Promoter doth hereby admit and acknowledge and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner set out in **Fourth Schedule**;
- NN. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

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

1. DEVELOPMENT AND CONSTRUCTION:

- 1.1 The Promoter has constructed a composite building to be known as (the “**Building**”) with 3 wings “**A**” wing, “**B**” wing (Sale Wing/s) known as “Jaswanti Bliss” and “**C**” wing (Rehab cum Sale Wing) to be known as “Jaswanti Residency”, in accordance with the plans, designs, specifications approved by the SRA and which have been seen and inspected by the Allottee.
- 1.2 The Promoter has constructed three wings namely A, B and C in the above project.
- 1.3 Wing C consists of all the members of the Narveer Tanaji CHSL and Sai Kurlawala (Proposed Society). There are a few sale flats located in the said society. The members of Sai Kurlawala (proposed) and allottees of sale flats will join as members of the existing Narveer Tanaji CHSL. Since Narveer Tanaji CHSL is already registered as a Society no new society will be formed in respect of Wing C. Wing C has a separate entrance and separate amenities.
- 1.4 Wing A consists of 47 Units and 10 Shops. Wing B consists of 47 Units. The Promoter may at their own discretion propose to form separate societies for Wing A and Wing B. There are certain amenities provided in the project for the use of Wing A and Wing B which are to be shared by members / occupants of Wing A and Wing B equally.
- 1.5 There are in all 110 parking spaces to be used for Wing A and Wing B. 60 Parking spaces will be allotted to Wing A (47 against each unit plus 10 for commercial units and 3 guest parkings) and the balance 50 Parking spaces will be allotted to Wing B.
- 1.6 The Promoter has entered into a duly registered Leave and License Agreement dated 3rd February 2024 bearing No.KRL2-2451-2024 with **ZOLOSTAYS PROPERTY SOLUTIONS PRIVATE LIMITED** for letting out residential premises more particularly described in **Third Schedule** hereunder written, hereinafter referred to as “**the Premises**” and shown in red hatched lines on the typical

floor plan annexed hereto as **Annexure “7”** on the terms and conditions and for the consideration therein stated.

- 1.7 The Allottee has agreed to purchase the said Premises subject to the subsistence of the said Leave and License Agreement and given the same the Allottee shall sign all such papers, affidavits, undertakings, indemnities, Deed of Adherence, Renewal Agreement etc. as may be required by the Promoter.
- 1.8 A Wing and B Wing have separate underground and overhead water tank but common fire fighting water tank and fire fighting system. The expenses and upkeep will have to be managed and paid by both the wings equally.
- 1.9 The Society Office for A Wing and B Wing will be common and will be shared commonly.

2. TRANSACTION:

- 2.1 The Allottee subject to the aforesaid Leave and License Agreement agrees to purchase from the Promoter and the Promoter subject to the aforesaid Leave and License Agreement agrees to sell to the Allottee the Premises more particularly described in **Third Schedule** hereunder written and shown in the floor plan thereof hereto annexed and marked **Annexure “7”** (hereinafter referred to as the “**Premises**”) for the price mentioned in Third Schedule hereunder written (“the **Consideration**”).
- 2.2 The Consideration has been arrived at/calculated on the basis of the Allottee having agreed to pay the Consideration in the manner set out in **Fourth Schedule** and having agreed to comply with the terms and conditions mentioned herein;
- 2.3 The Promoter has agreed to sell the Premises to the Allottee on the basis of carpet area only and the Consideration agreed to be paid by the Allottee to the Promoter is agreed on the basis of carpet area of the Premises.
- 2.4 At the request of the Allottee, the Promoter shall provide to the Allottee free of any consideration, cost, and/or charge, permission to park the Allottee’s own vehicle and for no other purpose whatsoever, in the car parking slot/stack parking in the mechanical car parking system in basement level 1 / level 2 as a common area and more particularly mentioned in the Second Schedule hereunder written (“the Car Parking Slot”) . The exact location and identification of such car parking space/slot will be finalized by the Promoter only upon completion of the Real Estate Project in all respects. The Promoter has allocated/shall be allocating other car parking spaces to other allottee/s of premises in the

Real Estate Project and the Allottee/s does not have and shall not raise any objection in that regard

3. CONSIDERATION:

- 3.1 The Allottee has paid to the Promoter the sum mentioned in the Fourth Schedule hereunder written on or before the execution of this Agreement and agrees to pay the balance amount of the Consideration in the manner set out in **the Fourth Schedule**.
- 3.2 The Consideration excludes taxes (consisting of taxes paid or payable by the Promoter by way of GST, and cess or any other similar taxes which may be levied in connection with the construction of and carrying out the project payable by the Promoter) and/or all other direct and/or indirect taxes applicable or which may become applicable on the transaction as contemplated herein or in respect of the Premises up to the date of handing over the possession of the Premises.
- 3.3 The Consideration shall be payable by the Allottee in the name of the account stated in the **Third Schedule** .
- 3.4 Time for payment of all the amounts in relation to the transaction contemplated herein, including but not limited to the instalments of Consideration, GST and all other taxes as may be applicable and/or performance of the obligations by the Allottee, is the essence of this Agreement.
- 3.5 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 3.6 If the Allottee fails or is otherwise unable to pay any of the amounts payable under this Agreement including the Consideration and/or GST and/or any other taxes as applicable within 7 (seven) days from the date of the demand notice issued by the Promoter, the Promoter shall be entitled to, without prejudice to the Promoter's other rights and entitlements, receive and recover from the Allottee and the Allottee shall pay to the Promoter the defaulted/delayed amount together with interest thereon as applicable under RERA Rules, within 30 (thirty) days from the expiry of 7 (seven) days from the date of the demand notice issued by the Promoter. In addition to the Allottee's liability to pay interest as mentioned hereinabove the Allottee shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid or incurred by the Promoter for the

purpose of enforcing payment of and recovering from the Allottee any amount or dues whatsoever payable by the Allottee under this Agreement and the Allottee hereby indemnifies the Promoter regarding such expenses. In case of delay/default in making payment of the GST and all other direct/indirect taxes amounts more specifically mentioned herein and/or otherwise as demanded/payable, the Promoter shall be entitled to, without prejudice to any other rights or remedies available with the Promoter, adjust such amounts due and payable by the Allottee along with interest thereon from the due date till the date of adjustment against any and all subsequent amounts received from the Allottee.

- 3.7 GST and any other new taxes, any such interest, penalty, levies and cesses and also all increases therein from time to time shall be paid by the Allottee to the Promoter along with and in addition to each installment or as may be demanded by the Promoter.
- 3.8 The Allottee agrees to deduct tax at applicable rate from each instalment of the Consideration as per the Income Tax Act, 1961 (if applicable) and pay the same into the requisite Government Income Tax account and further the Allottee agrees and undertakes to furnish to the Promoter a tax Certificate in this regard within 30 (thirty) days from the date of deduction of TDS. In the event the Allottee fails to deduct tax or deposit the same in the requisite Government Income Tax account, the Allottee shall be solely liable and responsible in respect thereof, with no liability to the Promoter.
- 3.9 Any deduction of an amount made by the Allottee on account of tax deducted at source (TDS) under the applicable provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, while making any payment of any amount to the Promoter under this Agreement shall be acknowledged/ credited by the Promoter, only upon the Allottee submitting in a timely manner to the Promoter (against acknowledgement) the original TDS certificate for the amount so deducted and the said TDS certificate is matching with the information as available on Income Tax Department website for this purpose.
- 3.10 The Allottee hereby accords/grants his irrevocable consent to the Promoter to securitize the Consideration and/or part thereof and the amounts receivable by the Promoter hereunder, and to assign to the banks/financial institutions the right to directly receive from the Allottee the Consideration and any other amount payable by the Allottee under this Agreement or any part thereof. The Allottee agrees and undertakes, upon receipt of any such intimation in writing by the Promoter, to pay without any delay, demur, deduction or objection to such bank/financial

Institutions, the Consideration or part thereof and/or the amounts payable herein. The Promoter covenants that the payment of such Consideration or part thereof in accordance with the terms hereof, by the Allottee to the bank/financial Institutions, shall be a valid payment of the Consideration or part thereof and discharge of his obligations with regard to such payment.

4. OBLIGATIONS OF PROMOTER:

- (i) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the concerned local authority occupancy certificate in respect of the Premises.
- (ii) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Real Estate Project and handing over the Premises to the Allottee after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the installments per the **Fourth Schedule** and other dues payable by him/her and meeting the other obligations under the Agreement.
- (iii) The Promoter hereby declares that the Floor Space Index available in respect of the Real Estate Project is as per Third Schedule. The Promoter has disclosed the FSI as proposed to be utilized by the Promoter on the Project Land and the Allottee has agreed to purchase the Premises based on the proposed construction and sale of premises to be carried out by the Promoter by utilizing the proposed FSI as per any of the options of the Proposed Plans as shown in Annexure I hereto and on the understanding that the declared proposed FSI shall belong to Promoter only.
- (iv) The Promoter will provide the fixtures, fittings and amenities in the Premises as set out in **Fifth Schedule** annexed hereto.

5. DEFAULT AND THE CONSEQUENCES:

- (i) If the Promoter fails to abide by the time schedule for completing the Real Estate Project and handing over the Premises to the Allottee subject to the provisions of clause 7(ii) below, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rules, on all the amounts paid by the

Allottee, for every month of delay, till the handing over of the possession of the Premises. The Allottee agrees to pay to the Promoter, interest as specified in the RERA Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.

- (ii) Without prejudice to the right of the Promoter to charge interest in terms of Clause 3.8 above, on the Allottee committing any three defaults(which need not be consecutive) in payment on due date (time being the essence of contract) of any amount due and payable by the Allottee to the Promoter under this Agreement (including the Purchasers' proportionate share of taxes levied by MCGM and other outgoings) and/or on the Allottee committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this Agreement. Provided that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of installments) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Allottee in remedying such breach or breaches within 15 (fifteen) days after giving of such notice;
- (iii) Upon termination of this Agreement;
 - (a) The Allottee shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter or in respect of the Premises in any manner whatsoever whether pursuant to this Agreement or otherwise howsoever;
 - (b) The Promoter shall be entitled to deal with and dispose of the Premises to any other person/s and allow any other person/s to use the Car Parking Slot as the Promoter deem fit without any further intimation, act or consent from the Allottee;
 - (c) The Promoter shall be entitled to retain an amount of Rs. 5,00,000 /-which shall stand forfeited which the Allottee agrees, confirms and acknowledges, constitutes a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty;

- (d) After the appropriation of the amounts mentioned in Clause 5(iii)(c) as above, the Promoter shall refund the balance Consideration paid by the Allottee to the Promoter, without interest only after deducting and/or adjusting from the balance amounts, interest on delayed payments, GST and/or any other amount due and payable by the Allottee and/or paid by the Promoter on Allottee's behalf/account in respect of the Premises within 30 (thirty) days from the date of termination of this Agreement
- (e) In case the Promoter receive a credit/refund of the GST paid on this transaction, from the statutory authorities then in such a case the same shall be refunded by the Promoter to the Allottee without any interest thereon within (30) thirty days of such credit/refund.
- (iv) In the event the Allottee is desirous of voluntarily terminating this Agreement, the Allottee shall give a prior written notice of at least 30 (thirty) days to the Promoter stating the Allottee's intention for termination of the Agreement. The voluntary termination by the Allottee shall be governed by the relevant provisions of clause 5 (iii) herein above provided the Allottee has executed and/or registered the necessary deeds, documents and writings as may be required by the Promoter including with respect to the termination of this Agreement;

6. RIGHTS AND ENTITLEMENT OF PROMOTER:

- (i) It is expressly agreed that the right of the Allottee under this Agreement is only restricted to the Premises agreed to be sold by the Promoter to the Allottee and all other premises forming part of the Sale Component shall be the sole property of the Promoter and the Promoter shall be entitled to sell the same without any reference or recourse or consent or concurrence from the Allottee in any manner whatsoever.
- (ii) The Promoter shall be at liberty and be entitled to amend the Building Plans, the Proposed Plans shown in Annexure -4 (Collectively) as per the various options elucidated in a tabular form in Annexure 4 hereto and other approvals for any purpose and the Allottee and/or the Sale Society and/or the Narveer Tanaji Society shall not have any objection to the aforesaid.
- (iii) The Promoter shall be entitled to construct the Building in accordance with the Building Plans and/or the Proposed Plans shown in Annexure-4 (Collectively) the various options whereof are elucidated in a tabular form in Annexure 4 hereto, as the case may be and as may be modified

from time to time. The Allottee expressly and irrevocably consents to the various options as elucidated in a tabular form in Annexure 4 (collectively) hereto as long as the total area of the Premises is not reduced. Furthermore without prejudice to the specific consent with regards to the options as specified in Annexure 4 (collectively) the Allottee expressly and irrevocably consents to any other changes in the Proposed Plans as long as the total area of the Premises is not reduced. The aforesaid consents shall be considered to be the Allottee consent contemplated by Section 7 (1) (ii) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“MOFA”).

- (iv) At present, the Promoter estimates that the full and maximal development potential of the Real Estate Project, may permit utilisation of upto 8350 square meters FSI plus Compensatory Fungible FSI plus free of FSI areas on the Project Land. The aforesaid development potential may increase during the course of development of the Real Estate Project and the Promoter shall be entitled to all such increments and accretions. The Promoter shall always have a right to get the benefit of additional Floor Space Index for construction from the sanctioning authorities under the DCPR, and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additions, structures and storeys will be the sole property of the Promoter alone. The Promoter shall be entitled to install its logo in one or more places in or upon the Building and the Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo. The Promoter shall be entitled to put signage / boards to reflect the name of "Ashray " and/or "Jaswanti Bliss" (and/or any brand name the Promoter is permitted to use or as desired by the Promoter), in a form of neon signs, MS Letters, vinyl and sun boards on the Real Estate Project and on the facade, terrace, compound wall or other part of the Real Estate Project.
- (v) If at any time before or during the currency of the Real Estate Project any part of the Project Land is taken by or handed over by the Promoter to any Government authorities or any regulatory authorities on account of the same forming part of DP Road, Set back area or any institution or body whether central or state government or any local corporation or any authority making claim over it and in which case the Promoter has to hand over that area, then in that case the Allottee shall not object to the same and in case any compensation is received from the said authority

whether monetary or otherwise including but not limited grant of any FSI/TDR/any permission to put up any additional floors or on grant of any incentive FSI, the Allottee shall not have any claim on the same.

- (vi) The Allottee agrees and gives his irrevocable consent to the Promoter for carrying out the amendments, alterations, modifications and/or variations to the scheme of development in respect of the Project Land and/or to the Building Plans and/or, Proposed Plans (whether envisaged at present or not). The Allottee irrevocably agrees/agree not to obstruct and/or raise any objections whatsoever and/or interfere with the Promoter for carrying out amendments, alterations, modifications, variations as aforesaid and/or to the above plans, if any, (whether envisaged at present or not). It is hereby clarified that in the event reservations if any noticed and/or are removed or its location is changed by getting it shifted, then the Promoter shall be entitled to develop the area previously demarcated as such and for this purpose will be entitled to amend or vary the scheme of development in respect of the Project Land and the Allottee shall not object to the same.
- (vii) The Promoter currently envisages that the Real Estate Project Amenities as stated in the Second Schedule hereunder written,. Whilst undertaking the development of the Project Land to its full and maximal potential as mentioned in this Agreement there may be certain additions/modifications to the common areas facilities and amenities detailed in the Second Schedule hereunder written and/or relocations/realignments/re-designations/changes in the common areas facilities and amenities, and the Allottee hereby consents and agrees to the same;
- (viii) In the event of the Sale Society being formed and registered before the sale and disposal by the Promoter of the Sale Wings Premises or if the management of the Rehab cum Sale Wing is handed over to the Narveer Tanaji Society before the sale and disposal by the Promoter of the C Wing Sale Premises, the power and authority of the Sale Society and/or Narveer Tanaji Society or that of the Allottee and the purchasers of other premises forming part of the Sale Component shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the Building, the construction and completion thereof and all the amenities pertaining to the same and in particular the Promoter shall have the absolute authority and control as regards the unsold Sale Component, car parks on all levels and the disposal thereof. The Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold Sale Component. In case the Sale Society is formed

before the disposal by the Promoter of the Sale Wing Premises or if the management of C Wing is handed over to the Narveer Tanaji Society before the disposal of the C Wing Sale Premises then the Promoter shall at its option (without any obligation) join in as a member of the Sale Society or Narveer Tanaji Society as the case may be in respect of such unsold Sale Component and as and when such premises are sold, the Sale Society or the Narveer Tanaji Society as the case may be shall admit such purchaser as the member/s without charging any premium or extra payment or any other charges of any form, including any non-occupancy charges.

- (ix) Till the entire development of the Project Land is completed, the Allottee shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, open spaces, recreation facilities and/or any other common facilities or the amenities to be provided in the Real Estate Project the Allottee shall have no right or interest in the enjoyment and control of the Promoter in this regard.
- (x) The Allottee is aware that the Promoter shall be entitled to all the benefit of Floor Space Index or any incentive FSI which the Promoter may get, in any form, and on whatsoever account or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter deems fit.
- (xi) In the event of the Promoter having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, land revenue charges, N.A. Charges, charges levied for any concessions granted to the Promoter for not claiming any area in FSI calculations, or any other charges etc. payable to SRA and/or any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Allottee to the Promoter in proportion to the carpet area wherever applicable of the Premises or otherwise as may be determined by the Promoter. Nonpayment of the same shall constitute a breach of this Agreement. Further the Promoter shall be entitled to get refund of any amount that the Promoter has deposited with SRA or any other authorities.
- (xii) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of premises in the Real Estate Project. Such designation

may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers, etc. The service areas located within the Real Estate Project shall be earmarked by the Promoter including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps, and equipment, etc. and other permitted uses as per zoning plans/building plans.; The utility providers/service providers will be entitled to operate from such designated area even after the Real Estate Project is transferred to the Sale Society and the Society in accordance with this Agreement.

- (xiii) The Promoter shall be entitled to construct site offices/sales lounge in the Project Land and shall have the right to access the same at any time without any restriction whatsoever.
- (xiv) The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under the Project Land , at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions), laden or unladen, and to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use, enjoyment and development of the Project Land and if necessary to in part and/or to shift/vary/re-align/modify the same to another portion of the Project Land as may be required by the Promoter.
- (xv) The Promoter shall at its entire cost, expense and risk, always be freely entitled and be at liberty to avail of and raise loans, finance and/or other credit facilities from banks, financial/institutions and/or any other person/s, *inter alia* against the mortgage/charge of the Project Land and the unsold Sale Component. The Promoter shall alone be liable and responsible for repayment thereof, together with the interest and all other charges and amounts payable in respect thereof. In this regard, the Promoter shall be entitled to sign, execute and register all necessary documents including mortgage deeds and loan agreements against the mortgage/charge of the Project Land and/or Promoter's entitlement without affecting the Premises agreed to be purchased by the Allottee. Accordingly the Promoter has availed project finance from INDUSIND BANK LTD and has created two mortgages vide (i) Mortgage Deed dated 17th April 2024 bearing registration No. BRL-3-5671-2023 read with Deed of Rectification dated 26th May 2023 bearing registration No. BRL-8-7066-2023 and (ii) Mortgage Deed dated 17th May 2023 bearing

registration No. BRL-3-5672-2023.

- (xvi) The Promoter shall determine and identify the portion and the location on/of the Project Land to be handed over to any competent authorities for complying with the terms and conditions of statutory approvals and the remaining portion of the Project Land after handing over the stipulated percentage if any, to the concerned authority and/or developing as a public amenity, would be available / available for transfer to the Sale Society and the Narveer Tanaji Society;
- (xvii) The nature of development of the Project Land may be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time;
- (xviii) All the consents referred in this clause shall be considered as the Allottee's unconditional and un-equivocal consent under section 7(1)(ii) of MOFA and the Rules thereunder and the consent under the provision of RERA and the Rules made thereunder. The Allottee has carefully examined the plans that are currently approved, the Proposed Plans and after considering and verifying the same agreed to enter into this transaction.

6A. NON-OBSTANTE PROVISION

Notwithstanding anything to the contrary contained herein, the Allottee has irrevocably and unconditionally been notified and has agreed and confirmed, and as principal material terms and conditions of the agreement herein to allot and sell the Premises herein, as follows:

- a. the Promoter is and shall always be fully and freely entitled, in its sole, absolute and unfettered discretion, to use, and/or allocate and/or put to use, and/or to permit to be used by any allottees and purchasers and other persons, any of the flats and premises in the Building, either independently, or collectively, as a hostel, co-living center, paying guest accommodation, corporate or other guest house, and/or other like uses (collectively, "Other Uses");
- b. in relation to the Other Uses, the Promoter, and/or any allottees, purchasers and persons permitted by Promoter, shall be freely entitled, if it/they deem(s) fit, to enter into any agreements, arrangements or understandings (including on a leave and license basis, operating basis, or otherwise) with any persons, for allowing and permitting them to put any flats and premises in the building to

the Other Uses (“Proposed Arrangements”). The proposed Arrangements may be for any period, including short-term, mid-term and long-term use;

- c. the Other Uses may require and entail the: (i) associated use and enjoyment of common areas in the Building as may be necessary and required, (ii) the premises to be converted for other permitted users, and/or (iii) changes with respect to electricity, water and utilities in the Building in respect of such premises;
- d. the Allottee shall not raise any disputes or differences in respect the Other Uses, and/or of the matters aforesaid, and/or claim, or contend, that the same has caused, or may cause, any nuisance, annoyance, prejudice, security or safety risk, or inconvenience to the Allottee;
- e. if required and necessary, and/or called upon by the Promoter, the Allottee shall sign and execute such writings, confirmations, NOCs, applications, etc. as may be necessary or required for the Other Uses and/or the Permitted Arrangements, and to enable the same.

The Allottee is fully aware, and has accepted and understood that based upon its aforesaid agreements, undertakings and confirmations, the Promoter has agreed to enter into this Agreement, and that the Promoter would not have done so had the Allottee not agreed to and confirmed the same.

7. POSSESSION:

- (i) The Promoter shall give possession of the Premises to the Allottee after the Premises is ready for use and occupation provided the entire Consideration all the amounts due and payable by the Allottee under this Agreement including taxes and the stamp duty and registration charges in respect of the Premises are duly paid by the Allottee.
- (ii) The Promoter shall give possession of the Premises to the Allottee, by the date more particularly mentioned in the **Third Schedule** hereunder written (the “**Date of Hand Over**”). If the Promoter fails or neglects to give/offer possession of the Premises to the Allottee on the Date of Hand Over subject to force majeure and other reasons mentioned in this Agreement) or within any further date or dates as may be mutually agreed between the parties hereto, then in such case in the event the Allottee intends to withdraw from the Real Estate Project, the Allottee

shall be entitled to give notice to the Promoter terminating this Agreement, in which event the Promoter shall within 30 (thirty) days from the receipt of such notice, refund to the Allottee the amounts already received by the Promoter excluding taxes, if any, that may have been received by the Promoter from the Allottee along with the interest as per the RERA Rules from the date the Promoter received such amounts till the date the amounts and the interest thereon is repaid. On the Promoter tendering the refund of the above mentioned amount in respect of such termination, neither party shall have any claim against the other in respect of the Premises or arising out of this Agreement and the Promoter shall be at liberty to dispose off the Premises to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit; Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Premises on the Date of Hand Over, if the completion of the Building is delayed on account of:

- (i) force majeure;
- (j) epidemic, pandemic
- (ii) war, civil commotion or act of God;
- (iii) any notice, order, rule, notification and/or lockdown of the Government or other public, judicial or competent authority;
- (iv) other reasonable cause beyond the control of the Promoter;

Upon the occurrence of any of the above, the Date of Hand Over shall stand extended at least to the extent of loss of time on account of such event

- (iii) The Allottee agrees that the return of the payment with the interest mentioned in Clause 7 (ii) above constitutes the Allottee's sole remedy in such circumstances and the Allottee foregoes any and all his rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever. Upon this Agreement being terminated as stated in Clause 7 (ii) above, the amounts paid by the Allottee towards his service tax / GST liability only, until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the Allottee without any interest thereon only upon the Promoter receiving corresponding refund/getting credit of the corresponding service tax/GST amount paid/ deposited, from the statutory authorities and not otherwise.
- (iv) The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per this Agreement shall offer in writing the possession of the Premises, to the

Allottee in terms of this Agreement to be taken within 15(fifteen) days from the date of issue of such notice and the Promoter shall give possession of the Premises to the Allottee. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the occupancy certificate of the Real Estate Project.

- (v) The Allottee shall take possession of the Premises within 15 (fifteen) days of the written notice from the Promoter to the Allottee intimating that the Premises is ready for use and occupation:
- (vi) Upon receiving a written intimation from the Promoter as per Clause 8 (iv), the Allottee shall take possession of the Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Premises to the Purchasers. Irrespective of whether the Allottee takes the possession or fails to take possession within the time provided in Clause 8 (v) such Allottee shall be liable to pay all outgoings and maintenance charges as applicable.
- (vii) If within a period of 5 (five) years from the date of handing over the Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Premises or the Wing or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation as provided under the RERA. It is further clarified that the Promoter shall not be liable for any defects caused by reason of the willful default and/or negligence of the Allottee and/or any act or omission of the Allottee or any person under the Allottee's directions and/or any other allottees in the Real Estate Project. Without prejudice to the generality of the above, the Promoter shall however not be responsible or liable to comply with its obligations stated in 7(vii), if the defects or provision of services referred therein are on account of the [a] acts or omissions on the part of the Allottee or the Sale Society or the Narveer Tanaji Society including, but not limited to alterations due to interior work, additions and alterations in plumbing, electrical layout etc. or [b] due to normal wear and tear or [c] force majeure event or [d] in respect of such items for which the manufacturer itself provides any warranty/guarantee.
- (viii) It is expressly clarified by the Promoter and agreed by the Allottee that if the Allottee desires any modification/s in the specification/s and amenities to be provided in the Premises and offers to make payment of the additional charges for such modification to the Promoter in advance

and if the Promoter accepts such offer, then the time required for such modification shall be added to the time for delivery of possession of the Premises to the Allottee.

- (ix) The Allottee hereby agrees that, in the event of any amount becoming payable to SRA, the MCGM or the State Government, by way of betterment charges, development taxes or any other payment of a similar nature in respect of the said Project Land and/or the Real Estate Project thereon, the same shall be paid/reimbursed by the Allottee to the Promoter, in the proportion in which the area of the said Premises shall bear to the ultimate total area of all the flats/units/premises in the Real Estate Project.

8. SALE SOCIETY:

- (i) The Promoter in pursuance of the permissions and sanctions that may be granted by the SRA and/or concerned authority under the Maharashtra Cooperative Societies Act shall form society/ies (“**Sale Society**”) in respect of Wing A and B respectively under the Maharashtra Co-operative Societies Act, 1960 in accordance with the provisions contained in RERA and the Rules framed thereunder.
- (ii) The Allottee and the purchasers of the other premises in Wing A and/or B (as the case maybe) shall join in the formation and registration of the Sale Society and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the purpose of formation and registration of the Sale Society including bye-laws of the Sale Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Sale Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority; The Allottee and the purchasers of the Wing C Sale Premises shall be admitted as members of the Society and for this purpose also from time to time sign and execute the application for membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the same within 7 (seven) days of the same being forwarded by the Promoter to the Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or

any other Competent Authority. It is hereby clarified that the common areas, facilities and amenities in the Wing A and B shall be used by allottees/occupants of the Wing A and B only;

- (iii) The Sale Society and the Narveer Tanaji Society shall function as per the rules and regulations framed by the Promoter. All the development potential of the Project Land including the existing and future FSI and/or TDR to arise in any manner whatsoever shall always stand vested in the Promoter till the execution of the transfer document of the Project Land in favour of the Sale Society and Narveer Tanaji Society;
- (iv) The name of the Sale Society shall be Jaswanti Bliss Co- operative Housing Society Limited and the Allottee shall not object to and/or change the said name without the written consent of the Promoter.
- (v) The Promoter reserves the right to amend the bye laws of the Sale Society to be formed in respect of the Wing A and Wing B in order to incorporate the fact that the entire Wings may be given / leased to an operator for the purpose of running and managing the said Premises a service apartment/hostel/co living/guesthouse/hotels & boarding & lodging houses etc. and the Allottee undertakes to not raise any objection shall be taken by the Allottee for the amendments made in the draft bye-laws by the Promoter.
- (vi) The Allottee has agreed to the above arrangement and manner in which the entire project and the amenities are to be shared and used by Wings A, B and C. The sole decision to form one society or more societies shall be with the Promoter only.

9. COVENANTS BY THE ALLOTTEE:

- (i) The Allottee with an intention to bring all persons in whose hands the Premises may come hereby covenants with the Promoter as follows:-
 - (a) to maintain the Premises at the Allottee's own cost in good tenantable repairs and condition from the date of possession of the Premises is taken and shall not do or suffer to be done anything in or to the Wing and/or Building, staircase or passage which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Wing and/or Building or the Premises or part thereof;
 - (b) not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Wing and/or Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby

upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Wing and/or Building including the entrance thereof. In case any damage is caused to the Premises or the Wing and/or Building on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;

- (c) to carry at the Allottee's own cost all internal repairs to the Premises and maintain it in the same condition, state and order in which it was delivered by the Promoter to the Allottee and not to do or suffer to be done anything in the Premises or the Wing and/or Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be liable for the consequences thereof to the local authority and/or public authority
- (d) not to demolish or caused to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the elevation and outside colour scheme of the Wing and/or Building and to keep the portion, sewers, drains and pipes in the Premises and the appurtenances thereto in good tenable repair and condition so as to support, shelter and protect other parts of Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC parts or other structural members in the Premises without the prior permission of the Promoter and/or the Sale Society or the Narveer Tanaji Society, as the case may be ;
- (e) not to do or permit to be done any act which may render void or voidable any insurance of the Project Land or the Wing and/or Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- (f) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Project Land and the Wing and/or Building;
- (g) pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to Wing A and B/ Wing C;
- (h) to bear and pay increase in local taxes, development or betterment

charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the SRA, MCGM and/or government and/or other public authority on account of change of user of the Premises for any purposes other than for the purpose for which it is agreed to be sold;

- (i) not to let, sub-let, transfer, assign or part with the Allottee's interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated the Promoter and obtained its prior consent in writing in that behalf;
- (j) not to access/use the terrace on top of the Building as the same due to the civil aviation norms is having a short parapet wall and the same is to be accessed only for the purpose of maintenance of the overhead tank. In case of fire the terrace maybe accessed however caution to be taken to stay away from the parapet walls and nobody should go on/approach/access the overhead tank.
- (k) The Allottee shall observe and perform all the rules and regulations and bye-laws of the Sale Society on its formation or the Narveer Tanaji Society as the case may be and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of Sale Wings or the Rehab cum Sale Wing as the case may be and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Allottee shall also observe and perform all the terms and stipulations laid down by the Sale Society or the Narveer Tanaji Society regarding occupation and use of the Premises and shall pay outgoings and other charges in accordance with the terms of this Agreement.
- (l) till the conveyance of the Project Land is executed in favour of the Sale Society and the Narveer Tanaji Society, to allow the Promoter, its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project land and the Wing and/or Building or any part thereof to view and examine the state and condition thereof;
- (m) not to change the external colour scheme or the pattern of the colour of the Wing and/or Building;

- (n) not to change exterior elevation or the outlay of the Wing and/or Building;
- (o) Allottee shall not do or suffer to be done anything on the Project Land or the Wing and/or Building which would be forbidden or prohibited by the rules of the concerned Government authorities. In the event, the Allottee commit/s any acts or omissions in contravention to the above, the Allottee alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoter in that behalf;
- (p) to install/fix the air conditioners and their units in the designated ducts/areas, if provided;
- (q) The Allottee shall use the Premises or any part thereof or permit the same to be used only for purpose for which it is sanctioned. The Allottee agrees not to change the user of the Premises without prior consent in writing of the Promoter and any unauthorised change of user by the Allottee shall render this Agreement voidable and the Allottee in that event shall not be entitled to any right arising out of this Agreement;
- (r) not to hang cloths, garments or any other item or things from the windows or any other place appurtenant to the Wing and/or Building;
- (s) To carry out at his own cost all internal repairs to the Premises and maintain the Premises in the same condition, state and order in which it was offered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project or the Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority
- (t) Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Real Estate Project or any part thereof in any manner whatsoever;
- (u) Not to display at any place in the Premises or the Real Estate Project or any part thereof any bills , posters, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or any part thereof or common areas

therein or in any other place or on the window, doors and corridors of the Real Estate Project or any part thereof or anywhere else whatsoever on the Project Land or any structures thereon;

- (ii) The Promoter shall compile and preserve the documents drawings / certificates as specified in the IOA and handover the same to the Sale Society or the Narveer Tanaji Society as the case may be in the manner stated therein or as may be mutually agreed between the Sale Society and the Narveer Tanaji Society as the case may be and the Promoter. Thereafter, the Allottee shall cause the Sale Society/Narveer Tanaji Society to preserve and maintain the documents / drawings / certificates received from the Promoter. The Allottee shall also cause the Sale Society/Narveer Tanaji Society to carry out the necessary repairs, structural audit, fire safety audit at regular intervals as required by the Chief Fire Officer.
- (iii) The utility meters such as electric and gas meter will initially be in the Promoter's name and it shall be the Allottee's obligation to get the same changed to their names in the records of the utility companies. Notwithstanding the meters standing in the name of the Promoter, it will be the responsibility of the Allottee to make payment of all utility charges from the date the possession of the Premises is offered to the Allottee.
- (iv) The Consideration has been arrived between the parties after giving effect to any applicable reduction in applicable taxes including but not limited to those under the Goods and Services Tax Act (GST Act) and the Rules made thereunder with respect to the reduction in the rate of tax and/or benefit of input tax credit and hence no further benefits/ credit need to be passed on to the Allottee on account of the same.
- (v) The Allottee agrees to grant to the Promoter, all the facilities, assistance and co-operation as the Promoter may reasonably require from time to time even after the Promoter has delivered possession of the Premises to the Allottee, so as to enable the Promoter to complete the scheme of development of the Project Land;
- (vi) The Allottee confirms that the Promoter has given full free and complete inspection of documents of title in respect of the Project Land and the Allottee confirms that he has entered into this Agreement after inspecting all relevant documents and after taking independent legal advice. The Allottee has inspected the Title Certificate dated 10th June 2020 issued by Adv. Ameer Dharmadhikari and the Allottee undertakes not to raise any objection and/or requisition on the title to the Project Land;
- (vii) The Allottee has satisfied himself/herself with respect to the approvals and permissions issued in respect of the development of the Real Estate

Project;

- (viii) The Allottee has satisfied himself/herself with respect to the drawings, plans and specifications in respect of the Real Estate Project, the layout thereof, including IOA, CC, layout plans, building plans, floor plans, designs and specifications, common areas, facilities and amenities (including as mentioned in the Second Schedule hereunder written), and the entitlement of the Promoter to provide and designate Real Estate Project Amenities;
- (ix) Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Premises or of the Project Land or any part thereof or the Building or any part thereof. The Allottee shall have no claim save and except in respect of the Premises. All other areas including open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the Project Land and the Building are transferred as herein provided subject to the rights of the Promoter as contained in this Agreement.
- (x) The Allottee undertakes that in the event the Allottee is a Non Resident Indian / Person of Indian Origin (i.e. foreign national of Indian origin) / foreign national / foreign company (as may be applicable) at the time of execution of this Agreement and/or anytime thereafter or if at any time there is a change in applicable laws governing sale / purchase of immovable property by resident / non-resident Indian Citizens, then the Allottee shall solely be responsible to intimate the same in writing to the Promoter immediately and comply with the applicable laws including but not limited to the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permissions, approvals which would enable the Promoter to fulfil the Promoter's obligations under this Agreement. The Allottee understands and agrees that in the event of any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee alone shall be liable for any action under the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and Rules made thereunder or any other applicable laws as amended from time to time. The Promoter shall not be liable in any manner whatsoever in this regard. The Allottee shall keep the Promoter, its directors, executives, agents and officers fully

indemnified and harmless in this regard. The Promoter shall also not be responsible towards any third party making payment/ remittances on behalf of the Allottee and such third party shall not have any right in the said Premises in any way

- (xi) The Allottee is aware that the sample/show flat if any, constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purposes of showcasing the premises, and the Promoter is not liable, required and / or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample/show flat, other than as expressly agreed by the Promoter under this Agreement;
- (xii) The Allottee is aware that all natural materials including marble, granite, natural timber, etc. and the factory produced materials like tiles, paint etc., contain veins and grains with tonality differences and are also susceptible to inherent shade and colour variations. The Promoter represents that though it shall pre-select such natural and factory produced materials for installation / application in the Real Estate Project and the same is on a best endeavour basis, the Allottee shall not hold the Promoter liable for their non-conformity, natural dis-colouration, tonal differences or inconsistency at the time of installation / application;

10. OUTGOINGS:

- a. Within **30** days of the of the demand made by the Promoter a, the Allottee shall on or before taking possession of the Premises deposit the property taxes, maintenance charges and other onetime charges as more particularly mentioned in Part A and Part B of the **Sixth Schedule** hereunder written (“**Other Charges**”);
- b. Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee that the Premises is ready for use and occupation, irrespective of whether possession is taken or not the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of the outgoings in respect of the Project Land and the ___ Wing and the said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government sub-station and cable cost water charges, electricity charges, common lights, insurance, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project. Until the Sale Society is formed and part of the Project Land and Wing A and B are transferred to the Sale Society, the Allottee shall pay to the Promoter such proportionate share of the outgoings as may be

determined by the Promoter. The Allottee agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution as set out in **Sixth Schedule** towards the outgoings regularly on the 5th of every month in advance and shall not withhold the same for any reason. The amounts so paid shall not carry any interest and remain with the Promoter until the transfer of the Project Land in favour of the Sale Society and Narveer Tanaji Society. On such conveyance, the aforesaid deposits (less deductions) shall be paid over by the Promoter to the Sale Society and Narveer Tanaji Society as the case may be;

- c. All the aforesaid charges to be collected by the Promoter shall be further increased by applicable rate of GST as per the applicable laws or statute for the time being in force and shall be payable as and when called for by the Promoter but in any case, before asking for possession.
- d. It is agreed that in respect of the amounts listed in Part A of the Sixth Schedule hereunder written, the Promoter shall not be liable and / or required to render the account in respect of the amounts mentioned therein and received by the Promoter and shall be entitled to retain and appropriate the same to its own account and with respect to the amounts listed in Part B of the Sixth Schedule hereunder written, the Promoter shall render the account in respect of the amounts mentioned therein and received by the Promoter, and the unspent balance, if any, shall be transferred to the Sale Society or Narveer Tanaji Society's account, without any interest on the amounts received from the Allottee, to the Sale Society/Narveer Tanaji Society at the time of handing over of the management to the Sale Society/Narveer Tanaji Society. In the event of any additional amount becoming payable whether on actual or otherwise under Clause 11 the Allottee shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid amounts/deposit shall not carry any interest.
- e. The Promoter shall maintain a separate account in respect of the sums received by the Promoter from the Allottee as advance or deposit, on account of the share capital of the Sale Society/Narveer Tanaji Society outgoings, and shall utilize the same for the purpose for which they have been received;
- f. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Allottee agrees to pay to the Promoter, such other charges under such other heads as the Promoter may indicate.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The title in respect of the Project Land is clear and marketable and the Promoter has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of Project Land for the implementation of the Real Estate Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- iii. There are no encumbrances upon the Project land or the Real Estate Project;
- iv. There are no litigations pending before any Court of law with respect to the Project Land and or the Real Estate Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, Project Land and said the Building shall be obtained by following due process of law and the Promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the project, the Project land , the Building and common area
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the Promoter is restricted to enter into this Agreement.
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Real Estate Project and the Premises which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Premises to the Allottee in the manner contemplated in this Agreement;
- ix. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities;

- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received or served upon the Promoter in respect of the Project Land and/or the Real Estate Project .

12. FINAL TRANSFER DOCUMENT:

- a. The Promoter shall, within 3 (three) months of receipt of the occupation certificate in respect of the Building and subject to the receipt of entire consideration and all other amounts due and payable by the purchasers of the Sale Component ,transfer to the Sale Society an undivided interest in Ashray Estates Land and cause the Narveer Tanaji Society to transfer in favour of the Sale Society an undivided interest in the Society Land and transfer an undivided interest in the Ashray Estates Land in favour the Narveer Tanaji Society by executing/causing to be executed the necessary deed of conveyance in favour of the Sale Society and/or Narveer Tanaji Society to the end and the intent that the Sale Society and the Narveer Tanaji Society will be the co-owners of the Project Land having undivided interest therein which shall be proportionate to the FSI utilized for each Society and such transfer shall be in keeping with the terms and provisions of this Agreement.
- b. In the event SRA and/or concerned authority under the Maharashtra Co operative Societies Act do not permit formation of a separate society for Wing A & Wing B and the said Building comprises of only one society then in that eventuality Ashray Estate Land shall be duly transferred to Narveer Tanaji Society (or whatever name by which it may be known) and accordingly the Project Land shall be vested in Narveer Tanaji Society (or whatever name by which it may be known)
- c. The deed of conveyance/s shall *inter alia* contain (1) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Promoter for safeguarding its overall interest in the Project Land and the Building (2) a covenant by the Allottee to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein c) the contractual agreement between the Sale Society and Narveer Tanaji Society with regard to maintaining their respective amenities.
- d. Advocates for the Promoter shall prepare and/or approve, as the case may be, deed of conveyance in favour of the Sale Society and/or Narveer Tanaji Society and all other documents to be executed. All costs, charges,

expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the deed of conveyance and other documents shall be borne and paid by all the purchasers of the Sale Component. The Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Sale Society/Narveer Tanaji Society on such transfer.

13. INDEMNIFICATION BY THE ALLOTTEE:

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

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

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

15. MORTGAGES BY PROMOTER AND ALLOTTEE

- a. After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee.
- b. If the Allottee seeks a loan from financial institutions or banks or any other lender (the "Lender") for payment of the Consideration and/or any other amounts mentioned herein (or part thereof), against the security of

the Premises subject to the consent and approval of the Promoter, then in the event of (a) the Allottee committing a default of the payment of the installments of the Consideration and (b) the Promoter exercising its right to terminate this Agreement, the Allottee shall clear the mortgage debt outstanding at the time of the said termination on its own account without any recourse to the Promoter. The Allottee shall obtain the necessary letter from the Lender stating that the Allottee has cleared the mortgage debt. On receipt of such letter from the Lender, the Allottee shall be (subject to what is stated above in clause 5(iii)(c)) entitled to the refund of the amount so paid by him to the Promoter towards the Premises in accordance with what is stated in 5(iii) . Notwithstanding the above, the Allottee's obligation to make the payment of the installments and other charges, taxes and any dues under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.

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

16. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the **Fourth Schedule** and **Sixth Schedule** within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice

to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

17. ENTIRE AGREEMENT:

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

18. RIGHT TO AMEND:

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

19. SEVERABILITY:

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

20. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this

Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

21. NOTICES:

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

Promoter's Name : **Ashray Estates**

Notified Email ID: **sales@ashraygroup.com**

Name of Allottee : **VIRENDRA SINGH RATHORE**

Notified Email ID: **virendra.vijesh@gmail.com**

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

22. JOINT ALLOTTEES:

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

23. STAMP DUTY AND REGISTRATION:

As per prevalent policy of MCGM with regards to reduction of premium , the Promoter shall bear and pay the Stamp Duty with regards to this Agreement. However the registration charges of and incidental to this Agreement shall be borne and paid by the Allottee. The Allottee shall at his cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoter shall attend such office and admit the execution thereof.

24. NO WAIVER:

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

25. DISPUTE RESOLUTION:

Any dispute between parties in relation to the terms of this Agreement shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority appointed as per the provisions of the RERA and the Rules and Regulations, thereunder.

26. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai Courts shall have jurisdiction for this Agreement

27. The PAN of the Parties are :

Promoter : AAXFA0446R

Allottee : AIIPR7094R

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day, month and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

Project Land comprises of :

Part I

all that piece and parcel of land bearing CTS Nos.78, 78/1 to 25 of Village Kurla-4 and admeasuring about 685.7 sq. mtrs or thereabout situate at New Mill Road, Kurla(West), Mumbai-400 070 (“the NarveerTanajiSociety Land”)

Part II

all that piece and parcel of free-hold land bearing CTS Nos. 77B and 77B/1-32 of Village Kurla-4, Taluka Kurla, admeasuring 1247.3 square metres or thereabout (“the Ashray Estates Land”)

THE SECOND SCHEDULE ABOVE REFERRED TO

PART I

The common areas, facilities and amenities in the Wing A and B which may be usable by the Allottee on a non exclusive basis along with the other allottees/occupants of the Wing A and B

- a. Entrance and lobby with separate lifts/elevators and staircase for each wing
- b. Society office on the ground floor
- c. Common fire fighting system in the building.
- d. Servant's toilet on ground floor
- e. Mechanical parking spaces in basement level 1 and 2 with a common car lift
- f. Fitness center/club house in basement level 1
- g. Meter room in basement level 1
- h. Pump room in basement level 2
- i. Underground tank in basement level 2
- j. Children's play area at ground level
- k. Driveway
- l. Solar panels on the terrace

PART II

The common areas, facilities and amenities in the Wing C which may be usable by the Allottee on a non exclusive basis along with the other allottees/occupants of the Wing C

1. Separate and exclusive entrance lobby
2. lifts/elevators and staircase
3. Society office on the ground floor
4. Skill Development Center
5. Library
6. Parking system on ground level with parking pit
7. Garden at ground level
8. Driveway
9. Meter Room at ground level
10. Pump room in basement level 2
11. Underground tank in basement level 2
12. Solar panels on the terrace
13. Common fire fighting system in the building.

THE THIRD SCHEDULE ABOVE REFERRED TO

Sr.no.	Terms and Expressions	Meaning
1.	Said Premises	Flat no. 1001 on the 10th floor of A Wing of the Real Estate Project
2.	Said Building	Composite building having 3 Wings namely Wing A & B being the Sale Wings to be known as “Jaswanti Bliss” and Wing C being the Rehab cum Sale Wing to be known as “Jaswanti Residency”
3.	Total FSI proposed to be consumed for the Real Estate Project	8350 square meters
4.	Carpet Area of the said Premises as per RERA	Flat admeasuring 592.13 sqft
5.	Consideration	2,00,00,800 /-
6.	Bank Account of the Promoter	Ashray Estates Jaswanti Bliss Collection A/c '256017900008

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Schedule of Payment of the Consideration as payable by the Allottee/s)

Flat No. **1001** Wing **A**

Lump sum Consideration : Rs.**2,00,00,800/-** (Rupees Two Crore Eight Hundred Only)

Sr.No.	Amount (Rs.)	Particulars
1	99,000/-	To be paid on or before the execution of these presents
2	1,99,01,800/-	To be paid within 15 days of execution of these presents

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Being description of the internal fitting and fixtures in the Premises)

FLOORING / TILING:

1. Vitrified tiles flooring with same skirting will be provided in the living room, dining area , bed rooms, passage and kitchen.
2. Ceramic tiles will be provided in bathroom up to door height, in each bathroom.
3. Designer platform with stainless steel sink, water purifier, and vitrified tiles upto beam height will be provided in kitchen on all the walls.
4. Ceramic/vitrified tiles will be provided in lift lobby and Kota flooring will be provided on the steps.

PAINTING:

1. Internal walls will be painted in quality luster paint.
2. External walls will be painted with high quality paint with waterproof mix.
Staircase and lobby will be finished with cement base paint.

PLASTERING:

External walls will have sand face plaster and will be painted with water proofing mix.

DOORS:

1. **MAIN DOOR: (F.R.D)** Main door will have teakwood frame and hot pressed, phenol bounded, 45 to 50mm thick Flush F.R.D Door. The door shutter will have veneer on the front side and laminate on the back side. The door will have number plate, name plate, tower bolt and doorbell.
2. **BED ROOM DOOR:** The door frame of the bed room door will be made of teak wood and laminated on both sides. The door will have (Mortise Locks), tower bolt.
3. **BATHROOM DOOR:** The bathroom door frame will be made of composite marble. The bathroom door shutter will be hot pressed, phenol bounded door, laminated on both sides and will be lockable from inside.

WINDOW :

All sliding windows will be provided with 6mm float glass.

COMMON AND GENERAL AMENITIES:

1. Each flat will be provided with light and fan point.
2. Each flat will be provided with T.V. Telephone point and cable point in living room, and bedroom.
3. Each flat will be provided with an exhaust fan, water heater in the bathroom

THE SIXTH SCHEDULE ABOVE REFERRED TO
(being Other Charges to be paid by the Allottee/s in accordance with this Agreement)

No	Amount (Rs)	Towards
(i)	NIL	Non-refundable towards Development charges
(ii)	NIL	Non-refundable Deposit towards Water/Electricity and other utility and service connection charges.
(iii)	NIL	For Legal Charges and formation and registration of the Society.
(iv)	601/-	For share money, application and entrance fee of the Society
(v)	NIL	Debris Removal Charges during Fit Out
(vi)	49,739/-	12 months maintenance ADHOC@Rs.7/- per sqft RERA carpet
	50,340/-	TOTAL

Signed and Delivered

by the within named “**the Promoter**”

M/S. ASHRAY ESTATES

(by its partner Mr. Rashmin G. Rughani)

in the presence of

1)

2)

Signed and Delivered

by the within named “**the Allottee**”

1) **VIRENDRA SINGH RATHORE**

in the presence of

1)

2)

RECEIPT

Received of and from the within named Allottee the sum of **Rs.99,000/-** (**Rupees Ninety Nine Thousand Only**) paid to us as per details given below , on or before the execution hereof.

No.	Cheque No.	Date	Bank	Amount
1.	RTGS	16/09/2024	State Bank of India	99,000/-
			Total	99,000/-

Witnesses:-

1.

We Say Received

For ASHRAY ESTATES

2.

(Promoter)