

AGREEMENT FOR SALE

This Agreement for sale is made and entered into Thane this ___ day of _____ in the year Two Thousand and Nineteen.

BETWEEN

M/s. Ekdanta Constructions & Developers , a Partnership Firm duly registered under the Partnership Act through its authorized representative/ partner Mrs. Anita Rajesh Mutha, having office at 201,2nd floor, Shrusti Abode, Govind Bachhaji Road, Charai, Thane(West) 400 601. And Email id ekdanta_developers352018@yahoo.com

hereinafter referred as “the PROMOTER of the **ONE PART**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) ;

AND

1) Mr. _____

S/o _____

PAN - _____

Email Id :- _____

2) Mr. _____

S/o _____

PAN - _____

Email Id :- _____

Hereinafter singly/ jointly, as the case may be, referred to as the ‘Allottee(s) Of the **OTHER PART** (which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators, legal representatives, successors, nominees and permitted assigns of the).

AND WHEREAS by Development Agreement dated 11-12-2017 and power of Attorney dated 15-12-2017 executed between New Suraj Co-op Hsg. Society Ltd., Bldg. no.35, MHADA Colony, Vartak Nagar, Pokharan Road no.1 , Thane (West) (hereinafter referred to as “the said society ”), of the **FIRST PART** and the Ekdanta Constructions and developers, the PROMOTER OF THE **SECOND PART** and the SAID SOCIETY granted development rights to the Promoter of piece or parcel of leasehold land lying and being at Survey no.206 Hissa no.1 ,Situated at Village Majiwade, Tal & District Thane, Pokharan Road no.1 , Vartak Nagar ,

Thane (West) , in the Registration Sub - District of Thane admeasuring 1420.83 mtrs. and more particularly described in the First Schedule therein hereunder written (hereinafter referred to as "the project land") and to construct there on buildings in accordance with the term and conditions contained in the Development Agreement.

AND WHEREAS the New Suraj Co-op Hsg. Society Ltd., A Co-operative society is duly registered under provision of the Maharashtra Co-operative Society Act (Mah XXIV Of 1961), and bearing registration No.TNA/HSG/1501-1981 dated 09-03-1981 and having its registered office at Building no. 35 Vartak Nagar, Mouje Majiwade Tal & District-Thane.

AND WHEREAS the Indenture of Lease dated 15-12-2004 between MHADA (hereinafter refer as original owner) and the said Society duly registered with Sub-Registrar of Assurances, Thane under Sr.No.TNN2-09809-2004 dated 16-12-2004, MHADA demised and gave on lease the New Suraj Plot for the term of 99 years commencing from 01/04/1980 at or for the premium of Rs.21,184/- (Rupees Twenty one thousand one hundred eighty four only) and Rs.13,780/- (Rupees Thirteen thousand seven hundred eighty only)towards lease rent for the period from 01-04-1980 to 31-03-2004 on the terms, condition and covenants therein contained.

AND WHEREAS the Deed of Sale dated 15-12-2004 executed by MHADA in favour of the said Society, duly registered with Sub-Registrar of Assurances, Thane under Sr.No.TNN2-09810-2004 dated 16-12-2004, MHADA sold, transferred and conveyed the New Suraj Building standing on the said New Suraj Plot more particularly described in the schedule herein under written to the said Society at or for the consideration or purchase price of Rs.2,03,456/- (Rupees Two lakh three thousand four hundred fifty six only) and on the terms and conditions therein contained.

AND WHEREAS Indenture of supplementary lease deed dated 19-12-2017 executed by MHADA in favour of the Said Society, duly registered with Sub-Registrar of Assurances, Thane under Sr.No.TNN9-8628-2017 dated 19-12-2017, MHADA demised and gave on lease the NTBNIB plot area admeasuring 468.05 sq.mtrs.

AND WHEREAS the Building no.35 during the passage of time has become old and dilapidated and it is not possible or feasible to carry out any repairs or renovation. After considering all the matters, issues the Society and its shareholders have come to the conclusion that it is advisable to reconstruct the building of the society. The Society with consent and concurrence of all its shareholders (members) desirous of carrying out redevelopment and reconstruction through a developer as per Govt. Notification No. TPS/1208/150/CR-340/08/UD-12 Modification to regulation no. 165 of DCR of Thane Municipal Corporation by Maharashtra Regional and Town Planning Regulation 37(2) of 1966 dt. 27-12-2009 by obtaining permission of MHADA.

AND WHEREAS the Konkan Housing and Area Development Board, The MHADA Unit has sanctioned the layout at Vartak Nagar and same is approved by the Thane Municipal Corporation vide permission no. V.P.NO. 90/150/TMC/TD/DP/TDS/482 Dated 30-10-2009.The Building no. 35 forms the part of layouts admeasuring 634.63 sq. meters lease Plot area and 468.05 sq. meters. NTBNIB area (Tit Bit Area) , and 318.15 sq. meters road set back area land adjacent to existing building no.35, The Konkan Housing and Area Development Board MHADA unit decided to allot the same tit bit area to the society and the F.S.I. as per the Govt. policy dt. 27-02-2009. The Konkan Housing and Area Development Board, MHADA Unit, given the NOC

for redevelopment of plot bearing Building no.35 with tit bit area i.e. total admeasuring area 1420.83 sq. meters. Vide letter no. CO/KB/ARCH/NOC/2337/2012 dated 21-12-2012.

AND WHEREAS On payment of premium and after compliance of terms and condition of the Revised Offer Letters, MHADA by letter dated 21st December 2012 to ADTP, Town Development Department TMC granted NOC for redevelopment of New Suraj property by use extra FSI on the terms and condition as stated therein. Society made an application to the Thane Municipal Corporation (TMC) for sanction of building plan and TMC by VP No. S04/0054/TMC/TDD/1825/16 dated 2nd June - 2016 have granted permission for Ground floor Stilt + 1st floor to 29th floor + 30th floor (Part).

AND WHEREAS the society has resolved by their Special General Body meeting held on 31-07-2017 to grant development right to M/s. EKDANTA CONSTRUCTIONS & DEVELOPERS. for redevelopment and reconstruction of Building no. 35 pursuant to the said resolution passed in the said resolution passed in the meeting the society has duly informed to the developer herein M/s EKDANTA CONSTRUCTIONS & DEVELOPERS about the appointment vide letter dt. 31-07-2017 & and thereafter the developer confirmed their letter of Acceptance dated 31-07-2017.

AND WHEREAS in pursuance of said resolution, appointment letter and acceptance letter the society through their managing committee and individual members executed development agreement with the developer and registered in the office of Sub - Registrar of Assurance at Thane - 5 bearing no. TNN5-14574-2017 DT.11-12-2017

AND WHEREAS the developer is entitle to develop the said property and construct the said building known as "**New Suraj Tower**", Building no.35 and sell on ownership basis and or otherwise deal with and dispose of Flat, Terraces, Open Spaces and Mechanical Parking places, in the said building being constructed on the said property.

AND WHEREAS the plans for construction of building on the said property are approved and Sanctioned by T.M.C. The amended plans are approved and sanctioned under permission / Commencement Certificate Vide V.P.NO. S04/0054/13/TMC/TD-DP/1825/16 dated 02-06-2016 .

AND WHEREAS the Promoter is developing a real estate project known as "**NEW SURAJ TOWER** " on the said property, consisting of Ground Floor Stilt + 1st floor to 29th floor + 30th floor (part) vide V.P.NO. S04/0054/13/TMC/TD-DP/1825/16 dated 02-06-2016. The copy of the Sanction (Commencement Certificate) dated 02-06-2016. alongwith Sanctioned Plan of said Property showing building thereon are hereto marked and annexed as "**Annexure "A"**". The Promoter will further amend the plan and obtain permission to construct commercial spaces / shops/ Offices on ground floor and residential floors above 29th floor . Thus the Allottee(s) is aware of the proposal of the Promoter to amend the above sanctioned plan and hereby give irrevocable, unconditional and unqualified consent as required under section 7 of **The Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA)** and section 14 of **The Real Estate (Regulation And Development) Act, 2016 (RERA)** to the Promoter to amend the sanctioned plan of the said building. Allottee(s) or Society of all the Flat Owners in the said building will not object the same or create any obstructions for increasing floors of the said building.

AND WHEREAS a copy of title Certificate dated 15-01-2018 in respect of the said property issued by Advocate Bhakti V. Thakur is hereto and marked **Annexure "B"**

AND WHEREAS the promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the vendor/Lessor/Original Owner/ promoter is in possession of the project land.

AND WHEREAS the Allottee(s) is offered flat bearing number _____ on the _____ floor, (herein after referred to as the said flat") .in the Building called New Suraj Tower being constructed by the promoter.

AND WHEREAS The Promoter has entered into a standard agreement with an Architect **Design Consortium Architects (I) Private Limited** registered with the Council of Architects and the Promoter has appointed a structural engineer **Ajay Mahale & Associates** for preparation of structural designs and have accepted the professional supervision of Said Architect and Said Structural Engineer till the completion of the said project; subject to the reservation of rights and authority by the Promoter herein to change in the sole opinion of the Promoter, the Said Architect and/or Said Structural Engineer, as the case may be, and to appoint new Architect or Structural Engineer for completion of the project.

AND WHEREAS By Mortgage Deed dated 30-01-2019 promoter and others, have mortgaged the said Property alongwith other properties to STATE BANK OF INDIA , Wagle Estate Branch are registered with the Sub-Registrar of Assurance at Thane vide Sr. No. TNN5/1600/2019. As per the terms and condition of the abovementioned Mortgage Deeds the State Bank of India by their letter dated _____ has issued No Objection Certificate for the sale and transfer of the said Flat.

AND WHEREAS the Allottee(s) have demanded from the Promoter and the Promoter has given inspection to the Allottee(s) of the documents of title, Title Certificate of Advocate Bhakti V. Thakur, dated 15-01-2018 , Revenue Record (7/12 Extracts and mutation entries), building plans designs and specifications prepared by the Society's Architects Messer's **Design Consortium Architect (I) Private Ltd.** Ground floor Ma Bhavani Apartment, Bhaskar colony, Thane - 400 602 and approved by the TMC and all the other documents relating to the Said Property as are specified under the **RERA and MOFA** and the rules made thereunder, which is hereby acknowledged and confirmed by the Allottee(s). Copies of the title certificate of Advocate dated Jan 15, 2018, 7/12 extracts , Index II of Lease Deed and supplementary lease deed of the original owner are hereto marked and annexed as **"Annexure "B", "C" , "D" and "Annexure "E"** respectively;

AND WHEREAS the authenticated copies of the plans of the building layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure "F"**.

AND WHEREAS the authenticated copy of the Floor plan of the Flat agreed to be purchased by the Allottee(s), as sanctioned and approved by the local authority have been annexed and marked as **Annexure "G"**.

AND WHEREAS the Promoter is redeveloping the said property as a project known as “**NEW SURAJ TOWER**” and made an application for registration of the development of the said property as Real Estate Project before the Real Estate Authority (**Authority**) appointed under section 4 of the RERA and The Maharashtra Real Estate (Regulation & Development) (Registration of Real Estate Project, Registration of Real Estate Agents, Rate of interest and disclosures on the Website) Rule 2017 (**RULE**). Pursuant to the said application Authority on 21-02-2018 registered the said project and granted Maharashtra Registration No. **P51700015400** available at website: <http://maharera.mahaonline.gov.in>. and the said certificate of MAHARERA Registration is attached hereto as “**Annexure “H”**”. Thus Promoter is entitled to develop the said project and sell flat constructed therein at its sole and absolute discretion for such consideration and on such terms and condition as Promoter may desire.

AND WHEREAS after being aware of the proposal to develop the said property as stated herein above the Allottee(s) on _____ made an application to Promoter for allotment of **Flat No. _____ on _____ floor (consisting of Living Room, Alcove / Kitchen, Two Bed Room, Two toilets) admeasuring _____ sq. mtrs MAHARERA carpet area, alongwith appurtenant area of _____ sq.mtrs. enclosed Balcony**, (hereinafter referred to as “the said Flat”) The typical floor plan of the said Flat is hereto annexed and marked as “**Annexure “G”**” and more particularly described in the Second Schedule hereunder written being constructed on the said property for the lumpsum consideration of Rs.-----/- (_____) and One Automated Mechanical Car Parking Space at Free of Cost.

The aggregate cost of the said Flat and Free of cost One Automated Mechanical Car Parking Space is **Rs. _____/- (Rupees _____)** and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing. In addition to said consideration, Allottee(s) also agreed to pay The Central Goods and Service Tax Act, 2017(GST) and other charges as stated under this Agreement. The typical floor plan of the said Flat is hereto annexed and marked as **Annexure “G”**. Relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Allottee(s), the said Flat at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS the MAHARERA carpet area of the said Flat is _____ square meters and “Carpet area” means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Allottee(s), and exclusive elevational features to the said flat for exclusive use of Allottee(s) but includes the area covered by the partition walls of the Flat. And enclosed balcony appurtenant to the said is _____. Thus total carpet area and enclosed balcony area is 58.37 sq.mtrs.

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

AND WHEREAS under Section 4 of the MOFA and Section 13 of RERA, the Promoter is required to execute a written agreement for Sale of the said Flat with the Allottee(s), being these presents and also registered the said agreement under the Registration Act, 1908.

AND WHEREAS, the parties relying on the confirmation, representation and assurances of each other to faithfully abide by all the terms, condition 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;

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

1. DEFINITIONS AND INTERPRETATION

A. INTERPRETATION:-

- i. The terms referred to in this Agreement, unless defined otherwise, or unless inconsistent with the context or meaning thereof, shall bear the same meaning as ascribed to them in common parlance or as defined under the relevant Statute/ Legislation.
- ii. All references in this Agreement to any statutory provision(s) shall be construed as meaning and including references to Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- iii. All Annexure, Schedule and documents referred in this Agreement and recital referred herein above shall form an integral part of this Agreement and in the interpretation of this Agreement shall be read and constructed in its entirety.
- iv. References to any document (including the Agreement) are references to that document as amended, consolidated, supplemented, innovated or replaced from time to time.
- v. The terms expressed in Singular are all words importing the singular terms which shall include, where the context admits or requires, plural terms and vice versa;
- vi. The terms importing the masculine gender also include the feminine gender and vice versa unless the context otherwise requires;
- vii. The terms "*include*" and "*including*" shall mean, "*include without limitation*".
- viii. The term *Month* shall mean Gregorian Calendar Month;
- ix. The term *Parties* shall mean the Promoter and Allottee(s) collectively;
- x. The terms *Person/ Persons* shall include corporation and firm as well as individuals; as more particularly stated in Section 2 (zg) of RERA

B. DEFINITION:-

BANK:-

The term Bank means any Company incorporated under the Companies Act, 1956 or Companies Act, 2013 or State Bank of India Act or Societies Act or any other provision of law and authorized to do business of banking as defined under the Banking Regulation Act by

the Reserve Bank of India Act and includes Financial Institution as defined under the Reserve Bank of India Act.

ii. **CARPET AREA:-**

The term Carpet Area means the net usable floor area of an Flat excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat.

Explanation. —

For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Flat, meant for the exclusive use of the Allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Flat, meant for the exclusive use of the Allottee(s);

iii. **AUTOMATED MECHANICAL CAR PARKING :-**

An automated car parking system is a mechanical device that multiple parking capacity inside a parking lot. Parking system are generally powered by electric motors or hydraulic pumps that move vehicles into a storage position.

iv. **DESIGNATED ACCOUNT:-**

The term Designated Account means account in which 70% of the amount realized from the Allottee(s) will be deposited to cover cost of construction and land as required u/s 4 (2)(I)(D) Of RERA.

v. **EARNEST MONEY:-**

The term Earnest Money means 10% of the total consideration of the Flat, which Promoter is entitled to forfeit on termination of Agreement due to breach of terms and conditions of this Agreement.

vi. **FACILITY MANAGEMENT SERVICES:-**

The term Facility Management Service [FMS] means services like housekeeping, maintenance of the Buildings, plumbing, electricity, security and of any other general nature for maintaining the said buildings and common area, common amenities etc.,

vii. **FIXTURES AND FITTINGS :-**

The term Fixtures and Fittings as referred in this Agreement means subject to it being provided in the Flat as per the terms of this Agreement all the

fixtures namely Electric Sockets, Switches of Light, Fans, Air Conditioners Fixtures, Security Alarm Systems, Television Aerials and Satellite Dishes, Fire Alarm, Plumbing Installations, Fixed Furniture, Kitchen Units, Built in Wardrobes, Cupboards or Shelf Units. And all the Fittings namely Carpets, Curtains and Curtain rails, Paintings or Mirrors, Ovens, Refrigerators, Washing Machines and Dryers, Beds/Sofas and other free standing Furniture, Lamps and Lampshades and will also include equipment and machines for the building namely Lift, Sewage Treatment Plant (STP), Water Electric Pumps, Stack Parking System, Generator or any other machineries. The above referred Fixtures /Fittings/Equipment/Machinery are just indications but include any other items of similar nature.

viii. **HOUSING LOAN:** -

Housing Loan means any loan taken by the Allottee(s) to acquire and purchase the said Flat from any Bank and/or Financial Institutions by mortgaging or creating charge over the said Flat.

ix. **INTEREST PAYABLE UNDER RULE:-**

The term interest payable under the Rule means interest at the rate of State Bank of India highest Marginal cost of lending rate plus 2% p.a.

x. **PLANNING AUTHORITY/ LOCAL AUTHORITY :-**

The terms *Planning Authority* and *Local Authority* shall mean and include the Planning Authority and Local Authority for the time being under Maharashtra Provisional Municipal Corporation Act, 1949 and Maharashtra Regional and Town Planning Act, 1966;

xi. **SAID PROPERTY:-**

The said property means piece and parcel of land admeasuring 1420.83 sq. mtrs.(1102.68 Sq.mtrs Net Plot Area + 318.15 sq.mtrs Road Set Back Area) on Survey No. 206 Hissa no.1 belonging to New Suraj Co-Operative Housing Society Limited. situated at Vartak Nagar, Village Majiwada, Taluka and District Thane, within limit of Thane Municipal Corporation on which said building is being constructed.

xii. **STRUCTURAL DEFECT:-**

The Structural Defect means defect in a major element of a building that is attributable to defective design, defective or faulty workmanship, defective materials or any combination of these.

2. The Promoter, in accordance with the plans, designs, specifications approved by the Thane Municipal Corporation (TMC) V.P.NO. S04/0054/13/TMC/TD-DP/1825/16 dated 02-06-2016 granted permission to construct Ground Floor Stilt + 1st floor to 29th floor + 30th floor (part) The Allottee(s) has seen and approved such alterations, amendment, variations, modifications to use full development potential of the said property as more particularly stated herein or as may be required by the concerned local

authority/Government to be made in them or any of them or as may be required by the local authority or Government.

3. SALE

- I) The Allottee(s) hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee(s) Flat No. _____ of the type 2 BHK of carpet area admeasuring _____ Sq. meters And _____ enclosed balcony appurtenant (Total _____ sq.mtrs) to the said is on _____ Floor in the building no. 35 New Suraj C.H.S. Ltd. (hereinafter referred to as "the flat ") as shown in the Floor plan thereof hereto annexed and marked **Annexures "G"** for the consideration of **Rs. _____ (_____)** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas facilities which are more particularly described in the second schedule annexed herewith.

The floor plan of the said Flat is annexed and marked as "**Annexure "G"**"

- II) The total aggregate consideration for the said Flat including mechanical parking spaces is thus Rs. _____ (Rupees _____) In addition to said consideration, Allottee(s) shall also pay Development Charges and other charges as specified in this agreement alongwith Central/State Goods and Service Tax Act, 2017(**GST**) and any other taxes, cess which may be levied in connection with the construction of said building and developing the said project, upto the date of handing over of the possession of the said Flat .

The Allottee(s) has paid on or before execution of this agreement a sum of Rs. _____ /-(Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ /- (Rupees _____ only) in the following manner:-

- i. Amount of Rs. _____ /-(Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs. _____ /-(Rupees _____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the plinth of the building in which the said Flat is located.
- iii. Amount of Rs. _____ /- (Rupees _____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slab including podiums and stilts of the building in which the said Flat is located.
- iv. Amount of Rs. _____ /- (Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat.
- v. Amount of Rs. _____ /- (Rupees _____ only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of

the Sanitary fittings, staircases, lift well, lobbies up to the floor level of the said Flat

- vi. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or in which the said Flat is located.
- vii. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lift, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby's, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Flat is located.
- viii. Balance Amount of Rs. _____/- (Rupees _____ only) against and at the time of handing over of the possession of the Flat to be the Allottee(s) on or after receipt of occupancy certificate or completion certificate.

The Allottee(s) will have to pay 1% of Total consideration towards Tax Deducted at Source (**TDS**) under Sec 194-IA of Income Tax Act. The Allottee(s) hereby agrees and undertake to deposit the said TDS deducted by him in the Government Treasury as required under Sec 194-IA of Income Tax Act, 1961 and furnish proof of payment at the time of payment of respective installment by issuing TDS Certificate. If Allottee(s) fail to deduct and pay the tax as aforesaid, then the Allottee(s) alone will be liable to pay the interest and/or penalty and also for the prosecution if any as per the provisions of the Income Tax Act 1961. The Allottee(s) hereby indemnify and keep indemnified saved, defended and harmless the Promoter against any action by Income Tax authority due to non-payment of TDS. The Allottee(s) does further, hereby irrevocably and unconditionally agrees and undertake to execute and sign all such deeds documents forms etc. as may be required by the Promoter to claim the benefits of said TDS. Payment by deduction of TDS under this Agreement shall be acknowledged / credited by the Promoter, only upon Allottee(s) submitting original TDS certificate and the amount mentioned in the certificate matching with Income Tax Department website.

- III. The Allottee(s) hereby agrees that, in addition to the sale consideration and other charges, the Allottee(s) shall be responsible and liable to pay GST or any such other levies, statutory charges etc., as may be applicable on transfer and sale of said Flat by Promoter to the Allottee(s). The Allottee(s) shall also be liable to pay interest / penalty / loss incurred by the Promoter on account of the Allottee(s) failure and/or delay to pay GST or any other tax and statutory charges and will paid the same within 7 (seven) days of being called upon by Promoter.
- iv. The amount of GST is as per Central Goods and Service Tax Act, 2017 (**GST Act**) is subject to revision as per the applicable rate for the relevant installments and before taking the possession of the said Flat, Allottee(s) will pay GST or any other tax (if applicable) with interest and penalty if any on the said taxes or statutory charges.

- v. The Allottee(s) will not be entitled to the possession of the said Flat unless all the Taxes are paid by him to the satisfaction of the Promoter as per the statutory provision at the time of possession of the said Flat.
 - vi. In addition to taxes, statutory charges as stated herein above, if any other tax, Government or Semi Government charge is applicable or become applicable on any future date for sale of said Flat. Allottee(s) will be liable to pay all such taxes, Government or Semi Government due alongwith Penalty or interest on the same and Promoter will not be liable to contribute any amount towards such charge taxes, interest, penalty or any other amount.
 - vii. The Total Price is escalation-free, save and excepted escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertaking and agrees that raising a demand on the Allottee(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
4. The fixtures, fittings and amenities to be provided by the Promoter in the said Flat and in the said building are those that are set out in Third Schedule hereunder written. None of the fixtures and fittings i.e. electrical, plumbing, lifts etc. are manufactured by the Promoter but are manufactured by different companies and warranties/ guarantees are given by those manufactures. The Allottee(s) is also hereby informed that those fixtures and fitting are fixed nearly 3-4 months before the issue of Occupation Certificate, therefore the warranty/Guarantee of those fixtures and fitting will start from the date of fixing / purchase the same and Promoter is not liable and responsible for any defect in quality of those fixtures and fitting, but will facilitate for enforcing the warranty and guarantee of those fixture and fitting, but will not be responsible and liable for those Warranty/Guarantee.
5. The Promoter hereby agree 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 said plans or thereafter and shall, before handing over possession of the said Flat to the Allottee(s), obtain from the concerned local authority occupation and/or completion certificates in respect of the said Flat.
- 6. TIME ESSENCE OF AGREEMENT.**
- a. Time is essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the

Allottee(s) and the common areas of the Building to Society of the Allottee(s) after receiving the occupancy certificate. This time period is subject to sanction and approval by all competent and statutory authority being granted in time. Promoter will be entitled for extension of time due to Force Majeure and delay in any statutory approval.

- b. Similarly, the Allottee(s) shall make timely payments of the installment and other dues payable by him and fulfill all obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.
7. As per the progress of construction, the Promoter will intimate Allottee(s) by registered post/courier and also email at address and email id provided in this agreement and the Allottee(s) will be bound to pay the amount of installments within eight days of Promoter dispatching intimation by registered post/courier and also transmitting letter by email. The Promoter will keep Certificate of their Architects certifying that Promoter has completed the given work and such certificate will be open for inspection by the Allottee(s) at the office of the Promoter and such Certificate shall be conclusive proof that the plinth or respective slabs or respective stages of work is completed. The Allottee(s) is not entitled to and hereby agrees not to raise any dispute to the certificate issued by Promoters Architect as aforesaid. The respective stage of completion of work mean, completion of work in any of the Flat in the building, example completion of the flooring means, completion of the flooring in any of the Flats, similarly it will be applicable to the external plaster, internal plaster etc. and it will not be applicable to specific Flats and the Allottee(s) will be liable to make payment on Completion of respective work in the building and not his specific Flat.
 8. The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.

9. **DELAY IN PAYMENT**

The Allottee(s) agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payments which become due and payable by the Allottee(s) to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter. Without prejudice to the Promoter's other rights and remedies, including its right to cancel and terminate this Agreement, as specified hereinafter, for delay in payments towards the consideration amount and towards all deposits, outgoings and monthly contributions Allottee(s) shall be liable to pay interest as per the Rule.

In addition to the Allottee(s) liability to pay interest as mentioned herein above, the Allottee(s) shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the

Promoter for the purpose of enforcing payment of and recovering from the Allottee(s) any amount/s or due/s whatsoever payable by the Allottee(s) under this Agreement.

All payments received will be first applied towards applicable taxes then interest payable and then towards other dues, if any, and there after towards the installments. No payment will be received after due date without the payment of the applicable interest, if any as mentioned.

10. **DEFAULT IN PAYMENT**

- i) On the Allottee(s) committing three default in payment on the due date of any amount due and payable by the Allottee(s) to the Promoter under this Agreement (including his proportionate share of tax levied by the concerned local authorities and other outgoings) and/or on the Allottee(s) committing breach of any of the terms and conditions herein contained, the Promoter without prejudice to their rights to charge interest, shall be entitled at their own option to terminate this agreement and forfeit the earnest amount in the manner as stated herein.
- ii) PROVIDED HOWEVER that, the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee(s) 15 days prior notice in writing, by registered post AD/Courier at the address provided by the Allottee(s) and by email at the email address provided by the Allottee(s), of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions due to which they intended to terminate the agreement and default shall have been continued by the Allottee(s) in remedying such breach or breaches within 15 days after giving of such notice.
- iii) In the event of termination, this Agreement shall stand cancelled and revoked without giving any further notice to the end and intent that the Promoter shall be entitled to dispose off the said Flat without any reference to the Allottee(s). Upon such termination, the Promoter shall after deducting earnest money refund to the Allottee(s), the balance amount without any interest on the amount paid to the Promoter and earnest money shall stand forfeited by the Promoter. The said monies shall be refunded to the Allottee(s) within ninety days from the termination of this Agreement subject to sale of the said Flat and receipt of sale consideration from the new Allottee(s) equivalent to the amount to be refunded to the Allottee(s) on termination and Allottee(s) executing all documents as may be requested by the Promoter. The Allottee(s) herein on termination of these present shall cease to have any right, title, interest and claim in the said Flat and consequently shall have no objection to disposal of the said Flat by the Promoter. The Allottee(s) agrees that the Promoter shall stand acquitted, released and discharged of their obligation to refund the monies as aforesaid upon they drawing a Cheque for the said amount to be refunded in favour of the Allottee(s) and sending the same to the address of the Allottee(s) mentioned hereinabove .

The Allottee(s) further specifically agree that on Promoter sending the Cheque for the refund of the above stated amount Allottee(s) will not be entitled to file any legal proceeding for specific performance of this Agreement.

- iv) Upon the cancellation and termination of this agreement, the Promoter shall be at liberty to sell or otherwise dispose off the said Flat to any other person/party whomsoever at such price, in such manner and on such terms and condition as the Promoter may in its sole, unfettered and absolute discretion deem fit and proper and Allottee(s) herein shall not be entitled to raise any objection or dispute in this regard
- v) In the event of termination of the agreement as stated herein above, if necessary at the request of the Promoter, Allottee(s) hereby agrees and undertakes to execute a Deed, Document or writing including the Deed of Cancellation to record the cancellation, of this Agreement. Till Allottee(s) executes such Deed, Document or writing as requested by the Promoter, the Allottee(s) hereby authorizes the Promoter to retain part of the amount to be refunded on the execution of such documents as requested by the Promoter. Even in absence of document recording such termination, the Allottee(s) will not have any right, title or claim over the said Flat on termination of the said Agreement.
- vi) In the event of cancellation of this Agreement as aforesaid, the Promoter is also entitled to file Declaration with respect to termination and cancellation of this Agreement, before the Sub-Registrar of Assurances.
- vii) If Allottee(s) takes housing loan and mortgages the said Flat to Bank / Financial Institution for securing the repayment of said loan and this Agreement is terminated in accordance with the terms of this agreement. The Promoter will exercise option A or B in following manner.

OPTION A

- a. If the Allottee(s) fails to pay the amounts as per the Schedule of payment and agreement is terminated, the Promoter will Firstly deduct the earnest money as per the terms and conditions of this Agreement and also all cost and expenses that will be required to execute and register the document for cancellation of this Agreement. Secondly, refund to the Bank/Financial Institution all amounts that are due and payable to the Bank (refund to the Bank will be subject to Bank releasing charge over the said Flat and executing such deeds and documents that may be required by the Promoter). Thirdly if any amount remains balance after deducting earnest money and making payment to the Bank, the balance amount will be refunded to Allottee(s). (Subject to Allottee(s) executing deeds and documents as called upon by the Promoter).
- b. If the amount paid to Bank in the manner as stated herein above is less than amount due and payable by the Allottee(s) to the Bank as per terms and conditions of agreement between Bank and Allottee(s), the charge of the Bank on the said Flat shall be deemed to

have been released. The liability of the Promoter is only to refund the amount received from the Allottee(s) after deducting earnest money and Bank will not be entitled to demand, from the Promoter any amount more than aforesaid amount and payment of the said amount to the Bank will be deemed that charge of the Bank on the said Flat is released irrespective of whether entire amount due to the Bank has been received by the Bank or not. If Bank receives amount less than their entitlement under the agreement between Bank and Allottee(s), Bank will have right to take appropriate recovery proceeding against the Allottee(s) for recovery of the balance amount.

- c. The aforesaid payment will be paid to the Bank/Allottee(s) only upon the Promoter selling the said Flat and receiving from the New Purchaser the amount equivalent to be refunded to the Bank/Allottee(s).
- d. In case of termination due to breach of terms and conditions of agreement by the Allottee(s), the Allottee(s) will not be entitled to any interest on the amount paid to the Promoter.

OPTION B

In the alternative if the Allottee(s) defaults in making payment and Allottee(s) is not ready and willing to pay the balance amount, but the Bank is ready and willing to pay the balance amount due and payable in respect of this Flat as per the terms and conditions of the agreement. In that case the Promoter will be at its sole discretion entitled to accept the balance amount from the Bank and give the possession of the said Flat to the Bank or its Authorized Officer.

In such circumstance, on Promoter giving the possession of the said Flat to the Bank, it will be deemed that possession of the said Flat has been given to the Allottee(s) in compliance with the terms and conditions of this agreement.

DEFAULT IN PAYMENT OF BANK.

Before handing over the possession of the said Flat, if default is committed by the Allottee(s) in repayment of housing loan as per the terms and conditions that may be agreed between Bank and Allottee(s) and Allottee(s) fails to pay the installments for repayment of loan and thereby commits breach of agreement and bank in enforcement of the terms and conditions of the agreement with the Bank shows its readiness and willingness to pay the balance amount and calls upon the Promoter to handover the possession of the said Flat. In that case Promoter is entitled to accept balance amount from Bank and give possession of the said Flat to the Bank. But before exercising this option, the Promoter will give seven days' notice to the Allottee(s) informing its intention to accept balance from the Bank and desire to handover possession of the Flat to the Bank. In response to notice of intention of Promoter to accept balance amount and handover possession to the Bank, if Allottee(s) pays the balance amount within 7 days as stated in the notice, then Promoter will accept the same and handover possession of the Flat to Allottee(s). If Allottee(s) fails to pay balance within 7 days, the Promoter at its

sole discretion may accept the balance amount from Bank and handover the possession of the said Flat to the Bank.

POSSESSION OF THE FLAT

The Promoter shall endeavor to hand over possession of the said Flat to the Allottee(s) on or before 31st December – 2022 (as per MAHARERA Certificate) PROVIDED FURTHER that the Promoter shall be entitled to extension of time for giving possession of the said Flat on the aforesaid date, if the completion of the said Building in which the said Flat is situated is delayed on account of:-

- i. Non availability of steel, cement, other buildings material, water or electric supply;
- ii. War, Civil Commotion or Act of God or any other prohibitory order;
- iii. Any notice, order, rule notification of the government, court and/or other public or competent authority.
- iv. Any delay by competent Authority/Local Authority in issue of Occupation Certificate/ Completion Certificate or any other permission/approval/ sanction.
- v. Any circumstance which has disturbed the schedule of the construction.
- vi. Any other reason or circumstance beyond control of the Promoter, or which are not caused by the Promoter.

If Promoter is unable to give possession of the said Flat to the Allottee(s) for reasons beyond their control as stated hereinabove the Allottee(s) shall not be entitled to any damages or compensation for delay in handing over the possession of the said Flat.

The Promoter on complete development of the said building and after obtaining all NOCs from the various concerned Government / Local Authorities will make an application for Occupation Certificate. However if the Local Authority delay in issuing of Occupation Certificate beyond 21 days period after submitting the application, the same shall not be construed as delay on the part of the Promoter in obtaining Occupation Certificate.

DELAY IN POSSESSION

- A) If the Promoter is unable to offer the possession of the said Flat to the Allottee(s) on its due date (with permitted extension of time attributable to Force Majeure event) or mutually agreed extended period for possession, the Allottee(s) is entitled to either of following.
 - i. The Allottee(s) is entitled to terminate this agreement by giving written notice(Termination Notice) to the Promoter by Courier/Registered Post AD/ email at the address provided herein. On receipt of such termination notice this agreement will stand cancelled and terminated. On issue of termination notice, the Promoter will refund the amount with interest as per the rule from the due date for the possession of the said Flat and compensation of Rs.1,00,000/- (Rupees One Lakh only) the said amount will be refunded only upon Allottee(s) executing Deed of Cancellation or any other documents as may be required by the Promoter and registering the same before the Sub-Registrar of Assurance. The said compensation will be paid only if the Allottee(s) has paid minimum 90% of the

aggregate consideration payable under the said agreement and have not committed any breach of terms and conditions of the Agreement. Upon termination of this agreement the Allottee(s) shall have no right, title, interest, claim, demand or dispute of any nature whatsoever against the Promoter or in respect of the said Flat and the Promoter will be entitled to deal and dispose of the said flat to such person and for such terms and conditions at its absolute discretion deem fit and proper OR Call upon the Promoter by written notice(Interest Notice) by Registered Post AD/Courier/Email to pay the interest as per the rule for delay from the due date till date of offering the said flat by the Promoter to the Allottee(s) and such interest shall be paid by the Promoter at the time of Allottee(s) taking possession of the said Flat.

- ii. The Allottee(s) will have to exercise his right to terminate agreement or claim interest, by issuing Termination Notice or Interest Notice, within 30 days from the due date of possession or mutually agreed extended date of possession. If the Allottee(s) fails to exercise his right to terminate agreement or claim interest within 30 days, from the due date of possession or mutually agreed extended date of possession, it will be deemed that the Allottee(s) has waived his right to terminate the agreement and also claim interest and also compensation as hereinabove referred.

- B) Once termination notice or interest notice is issued by the Allottee(s) for delay of possession or not giving possession of the said flat and exercised his right, the Allottee(s) will not be entitled to any other remedy other than as stated herein and Allottee(s) hereby waive his right against the Promoter or said Flat for any specific performance of agreement or claim any other loss or damages.

C) LIABILITY OF ALLOTTEE(S) ON DEEMED POSSESSION.

i. The Promoter, upon obtaining the occupancy certificate from the competent authority, shall give written notice to the Allottee(s) intimating that the said Flat is ready for use and occupation and offer the possession of the said Flat on payment of balance amount. The Allottee(s) shall be bound to take possession of the said Flat within seven days of the Promoter intimating him, in the event of the Allottee(s) for any reason whatsoever failing and/or neglecting to pay balance outstanding amount and take possession of the said Flat within the stipulated period, the Allottee(s) for the purposes of this Agreement shall be deemed to have taken possession on the expiry of the seventh day from the date of issue of said notice and Allottee(s) will be liable to pay all outgoing charges, cost and maintenance as required to be paid under any statute or under this agreement or any other service being provided to the said building. Before taking possession of the said Flat the Allottee(s) shall sign and/or execute all writings and papers as may be reasonably required by the Promoter including declarations, applications, indemnities, possession letter, electric meter transfer forms and other papers necessary. Under no circumstances the Allottee(s) shall be entitled to the possession of the said Flat unless and until all the payments required to be made under this Agreement have been made to the Promoter and other obligation terms and conditions agreed by the Allottee(s) and mentioned in this Agreement are carried out fully by the Allottee(s). It is specifically agreed by the Allottee(s) that, he waives his right to claim charge u/s 55 of Transfer of Property Act on said Flat till he pays entire consideration and other charges as per this Agreement.

- ii) The Allottee(s) is aware that the said Flat and all fixtures and fitting in the said Flat will get damaged due to non-utilization of the same, therefore if the Allottee(s) fails to take possession of the said Flat on being offered by the Promoter, by payment of balance amount as demanded by the Promoter, the Promoter will not be liable and responsible for any damages that may be caused to said Flat due to non-usage of said Flat and all fixtures and fitting in the said Flat. The Allottee(s) will not claim any compensation for any such damage to the said Flat and all fixtures and fitting in the said Flat.

D) DEFECT LIABILITY PERIOD

If within Five years from receipt of Occupancy Certificate, the Allottee(s) brings to the notice of the Promoter any structural defect in the said Flat or the said Buildings in which the said Flat is situated, or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Promoter at their own cost and expenses, PROVIDED Allottee(s) has not caused any such damages to the said Flat by doing any addition/alteration to the said Flat or are not due to reason as stated hereunder in the exclusion clause. If such damages are caused due to any such addition/alteration the liability of the Promoter will automatically cease and Promoter will not be liable and responsible to rectify/repair such defect or any damages suffered by the Allottee(s). The minor temperature/ shrinkage, creep crack, which are inherent to concrete curing process, will not be considered as structural defect. The defect liability is not applicable for any fitting and fixture, which are manufactured by the third Party as they are covered by Warranty/Guarantee provided by manufactures of those fixtures and fitting and Promoter will facilitate the enforcement of Warranty/Guarantee against such third Party.

E. EXCLUSIONS:-

The Promoter will not be liable and responsible if structural defect is caused due to any of the reasons as stated hereunder:-

- i. Damage caused to column beams, walls, slab, RCC or Water Proofing by any act of the Allottee(s).
- ii. Damage caused due to fixing of grill, AC, furniture, electrical or other similar fixtures and fitting or by drilling, hammering, chiseling, core cut, Chipping on any of the elements like column, wall, beam, slab etc.
- iii. Dampness not arising due to failure of structural load bearing element of the building.
- iv. Any other act or omission of the Allottee(s) or anyone occupying the said flat.

- v. Any result of act of civil or military authorities or acts of war, riot, insurrection, or civil commotion or flood or earthquake
- vi. Normal wear and tear of the building
- vii. Normal shrinkage, creep of materials caused by drying after construction
- viii. Damage caused by dampness or condensation due to failure by the Allottee(s) to maintain adequate ventilation.
- ix. Damage resulting from improper maintenance
- x. Alterations, deletions or additions made by the Allottee(s) to the said flat.
- xi. Subsidence of the land around the building, for any reason not attributable to the Promoter.
- xii. Damage resulting from an act of God
- xiii. Damage caused by insects, rodents, termites etc.
- xiv. Or damage to the structure due any work done by any other Allottee(s) in the said Building, which has created structural defect to the said Flat
- xv. Or any other reason of similar nature and which is not caused due to any act or omission of the Promoter.

F. NATURAL MATERIAL

Promoter cannot assure natural material like marble, stones, woods etc. to have uniform texture, colour etc., as those materials are not manufactured and come with inherent non uniform texture colour etc. Allottee(s) will not hold Promoter responsible and liable and insist upon all marble, stone, woods etc. to be identical. If those natural materials are not identical to other natural material used in the Flat, it will not be considered as of defective quality. Over a period of time natural material may lose its colors, shine, texture, break, expand or damage or lose bonding with wall or any other material etc. and Allottee(s) is aware of it will not consider it as defective material or poor workmanship. The Allottee(s) is aware of inherent nature of those materials and Promoter cannot give any warrantee and guarantee of such natural material and damages occurring to those materials will not be covered under the defect liability period. Similarly colors of all tiles may not exactly match, it may have slight variation within permitted degree.

G. ELECTRICAL ACCESSORIES (SWITCHES AND PLUGS) :-

Electrical switches, plugs, wires are manufactured by the third party and are of ISI mark and carries warranty from the manufacturer. But such Warranty / Guarantee is also subject to proper use by the Allottee(s). The Promoter will not be liable and responsible about the quality of the said electrical accessories after the warranty period and the said switches have normal wear and tear. The switches in particulars are susceptible to damage on basis of number of times the switches are used may damages with warranty period. Promoter liability will be limited for damage of any fixture within warranty period to facilitate the replacement if permitted.

11. **FIXTURES, FITTING AND EXTERNAL AMENITIES WITHIN BUILDING**

i. **LIFT**

The Lifts which are installed in Building are of reputed brand and always have warranty of one year. The warranty starts from the day of installation of Lifts in the Building. The installation is normally done 3-4 months before issue of occupation certificate by the Local Authority, since working lift is one of the requirements for obtaining Occupation Certificate. During warranty period manufacturer, does periodic maintenance work. After Warranty Period it will be responsibility of the Organisation to properly maintain the lift by regular servicing of the lift through manufacturer or Authorised Service Provider of the manufacturer and timely replacing the spare parts and consumable of the lift. All cost and expenses for maintenance, spares and consumable will have to be borne by Allottee(s)/Organisation and Promoter will not be liable to contribute any amount towards such expenses. in spite of all precautions lift can occasionally malfunction due to variety of reason viz Voltage fluctuation, overloading etc., which are beyond anyone's control and promoter will not be held and responsible for such malfunction.

The Allottee(s) or its organization will not make any grievance about such malfunctioning and will not hold Promoter responsible and liable for any incidental loss or damages to the Allottee(s) or anyone on his behalf.

It is mandatory as per the provisions and rules of Maharashtra Lift Act, 1939 and Maharashtra Lift Rules, 1939 respectively, to get lift inspected every six months and breach of the said provisions and rules may invite penalty under the said act.

Allottee(s) and all other user of the lift are expected to use lift in normal prudent manner and will not do any act that would make warranty void.

Allottee(s) and Organisation will not do any act, which will damage or break any part of lift or any of its accessories, which result in improper functioning of the lift.

ii. **MACHINERY/EQUIPMENT**

Machinery/Equipment, Generator system etc. are manufactured by the some known brand having good reputation in the industries. They also come with Warranty/Guarantee period and after the period of warranty/guarantee,

Organisation will award maintenance contract to authorized service provider of the manufacturer. All Machinery/Equipment, inspite of all precautionary measures, may occasionally malfunction, which cannot be avoided. The Allottee(s) or its organization will not make any grievance about malfunctioning and will not hold Promoter responsible for such malfunctioning and any incidental loss or damages to the Allottee(s) or anyone on his behalf.

- iii. Some of the equipment/amenities/facilities require regular maintenance service through Authorised Service Provider to maintain it in proper condition. Allotted organization will be responsible to award Annual Maintenance Contract (AMC) to authorized service provider of the equipment and to ensure that all consumable and spare parts of Original Equipment Manufacturer (OEM) are used and not any other substitute. If the Allottee(s) fails to make AMC and/or replaces spare with other than OEM and said equipment get damaged, the Promoter will not be held responsible and liable for any damages to those equipment. Similarly some of the equipment requires regular operation, maintenance and usage and if are left un-operated/unused for longtime it may start rusting and may become redundant and unusable, therefore the Allottee(s) or its organization will have to ensure that it is regularly used, inspected and serviced. If the Allottee(s) or their organizations fail to maintain the same as per maintenance manual, Promoter will not be responsible or liable for nonfunctioning and any loss or damages due such nonfunctioning. If such equipment remains unused and gets damaged, defect liability of such equipment will become automatically null and void. **For Example:** - Fire Prevention System, the said system should be regularly serviced and inspected to ensure that it is working. These are only few illustrations, similarly this will be applicable to DG Sets, etc.
- iv. The Allottee(s) or the Organisation, at its own cost will renew and maintain all Annual Maintenance Contract (AMC) of all equipment's viz. Lift, Fire Fighting System, and all other amenities provided to the said Building from the authorised Service Centre. If Allottee(s) or its Organisation fails to renew any of the AMC and those equipment's suffer damage Promoter will not be held responsible for such damages to such equipment nor any incidental damages.
- v. The Allottee(s) hereby undertake, he will not do any act or omit to do any act which would damage said Flat or part of the said Building or any machinery/equipment provided within the said Flat/Building and hereby indemnify and keeps indemnified the Promoter against all cost, expenses, charge and damages that Promoter and/or any other Allottee(s) or anyone in use and occupation of any other Flats in the said building may suffer to due to any such act or omission of the Allottee(s), at any time after handing over possession of the said Flat.

- vi. Allottee(s) is aware that, if due to any amendment to Development Control Regulation or any other enactment, if Promoter is required to make any amendment to the said sanctioned plan, Allottee(s) hereby gives his irrevocable consent to Promoter to amend the said Sanctioned plan as per the said amended provision. If due to said amendment if area of the said Flat is increased by more than 1% of the area agreed to the sold, Allottee(s) will pay additional amount to the Promoter at the rate as agreed herein, Similarly if there is decrease in the area agreed to be sold by more than 1% of the area agreed to be sold, Promoter will reduce the amount to be paid by the Allottee(s) to the Promoter. Allottee(s) specifically agrees that such reduction or increase in the area will not be deemed to be breach of any of the terms and condition of this agreement.
12. The Promoter shall be at liberty and be entitled to complete few floors in the said Buildings and apply for and obtain part-Occupation Certificates and give possession thereof to the Allottee(s) of the said Flat therein, and the Allottee(s) herein shall not object to the same and also shall not obstruct or object to the execution of such works, even if it causes any nuisance or annoyance to him or other Occupants of the said Flat, however Promoter will ensure that such nuisance is minimum.
13. The Allottee(s), in respect of the said Flat, shall be liable to bear and pay from the date of the said building is completed and possession of the said Flat is offered or deemed to have taken, his share of the outgoings, maintenance charges, property taxes, non-agricultural taxes, insurance premium, parking charges, costs of painting the said buildings, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, gardens, and other parts of the said buildings, operation and maintenance and repairs of lifts, water pumps, lights, costs of water power and utility charges, equipment's and other services, salaries of all staff including manager, chowkidars, sweepers liftmen and gardeners, cost of management and maintenance of common areas, amenities and facilities of the said buildings and such other expenses as are necessary or incidental for maintenance and upkeep of the said buildings, said property, to all government, semi-government local and public and/or private bodies and authorities, including the Local Authority or Municipal Corporation, the Collector etc.
- A). Promoter will provide electricity connection through Maharashtra State Electricity Distribution Company Limited (MSEDCL) or any other electricity supply company providing electricity in the said area, however, Promoter will not in any manner be responsible for the supply of electricity by MSEDCL or any such other company. The Allottee(s) is further aware that Promoter will not be responsible for any faulty installation of meter or regular supply of electricity.

B) Subject to water connection being granted by the local authority, Promoter will provide water connection to the said Flat, however Promoter will not in any manner be responsible or liable for supply of water to said Flat. Promoter at the cost and expenses of Allottee(s)/Organization may facilitate for provision of water either through bore-well (subject to permission from authority and availability of ground water) or tanker or any other source. The Promoter if requested by Organization of Allottee(s) at the cost of Organisation / Allottee(s) will create suitable infrastructure for treatment of raw water for domestic consumption, which may not be suitable for drinking. The Allottee(s) is thus aware of the source of water supply, agrees to pay necessary water charges, tanker charges, will not object the same, and shall keep Local Authority/Sanctioning Authority/Promoter indemnified against all claims and damages due to anything related to water supply.

14. FACILITY MANAGEMENT SERVICES

- a. Promoter itself or will nominate Facility Management Service (FMS), for management, maintenance and administration of the said building and the said Property and all cost of management maintenance and administration of the said building and said property will always be borne and paid by the Allottee(s) or the organization and the Promoter will not be liable or responsible to contribute any amount toward management, maintenance and administration charges of said building or said property.
- b. The Promoter will maintain the said building till, administration and management of the said building is handed over to the Society.
- c. The Allottee(s) shall pay to Promoter or its nominee, on or before taking possession of the said Flat, his estimated proportionate share of provisional outgoing for One years in advance (based on the chargeable area of the said Flat), for the purpose of management and administration of said building and said property and shall continue to do so till Management and administration of the said building and said property is handed over to the Society as contemplated herein.
- d. The maintenance by the Promoter will be subject to all Allottee(s) and all organization regularly paying their contribution towards the administration, management and maintenance charges of the said building and said property. The Allottee(s) hereby indemnify the Promoter against all charges, damages, loss and liability of the Promoter to maintain the said building and said property that may arise due non maintenance of infrastructure due to non-contribution or irregular contribution by the Allottee /Organisation.
- e. It is further agreed, accepted and confirmed by the Allottee(s) that till handing over maintenance and management of the said building, Promoter shall have full power, control and absolute authority to manage and maintain all infrastructure facilities with said property in the manner they

may deem fit and for that purpose Promoter shall be entitled to lay down such terms and conditions as regards payment by the Allottee(s) of Flats in all the Buildings regarding monthly maintenance charges or otherwise. The Allottee(s) hereby agree to abide by the terms as laid down by the Promoter and the Allottee(s) shall not have right to question and dispute the decision of the Promoter in regard to their powers and the authority for maintaining and managing the infrastructure facilities. In the event the Allottee(s) fail to abide by the terms and conditions as laid down by the Promoter, the same shall be deemed as a breach of the terms of this agreement and thereupon the Promoter shall have the right to avail such remedies under the law and as per the terms of this Agreement.

15. MAINTENANCE AND OTHER CHARGES

(a) The Allottee(s) (s), on execution of this Agreement or before taking possession of the said FLAT, shall pay the following amounts to Promoter or its nominee.

	towards electric meter installation and security Deposit for the meter payable to M.S.E.D.C.L. Electricity and erection of transformer, cable laying etc.
	Towards infrastructure charges
	Towards Legal Fees
	towards proportionate share of Development Charges and including premium payable to local authority. Towards water Connection Charges.
	Total

GST will be charged on above charges.

Amount payable to New Suraj Co-op Hsg. Society.

	Towards advance maintenance charges of common areas for 1 years including property tax.
	Towards share money , application and entrance fee of the society
	society membership charges
	Total

(b) All aforesaid charges are fixed on basis of existing taxes, rules and regulation, however at the time of handing over of the possession of the said Flat or any time after handing over the possession, if there is any change in the aforesaid amounts or if any other tax/charge/duty is levied and/or is found to be payable on the transaction hereby envisaged either because of any amendment to the prevailing laws or because of enactment of any new law or

otherwise, the Allottee(s) do hereby agree to pay to the Promoter or its nominee such amount as shall be then prevailing.

- (c) The maintenance charges collected herein are just estimated cost of expenses and are subject to review/ escalation depending upon the costs of inputs which include but not limited to expenses towards salary, consumption of electricity, water and other consumables and /or due to increase in levies or imposition of new charges/taxes by any authorities.
- (d) If any deposit premium or security deposit, in addition to the above mentioned payments, is/are demanded by the Government, Municipality, or any local authority or electric supply agency or gas supply agency or any other department or authority for providing water, drainage, electricity connection, gas connection or any other services, amenity or facility in the said Buildings or if any other levy is made by Government, Municipality, or local body or any other authority, the same shall be borne and paid by the Allottee(s) along with the Allottee(s) of all other Flat in the said Buildings in proportion to the area of their respective Flat and the Allottee(s) shall pay his proportionate share therein before taking possession of the said Flat. Till water supply to the different building is separately assessed, the Allottee(s) shall pay along with the other outgoings a proper proportion of the water charges due in respect of his Flat as may be determined by the Promoter or its nominee.
- (e) If amount collected from the Allottee(s) is not sufficient for the maintenance, Promoter or its nominee shall raise advance bills for every quarter on the Allottee(s) in respect of his proportionate share of outgoings for the said Flat (based on the chargeable area of the said Flat) for maintaining the said building the common areas/facilities as aforesaid, whether the Allottee(s) and/or his family-member/s is/are using such common areas/facilities or not. Allottee(s) shall duly pay to Promoter said amount within 7 (seven) days of the date of the bill and shall not withhold the same for any reason whatsoever. If Allottee(s) fails to pay the said amount within 7 days from the issue of bill to the Allottee(s), Allottee(s) agrees to pay Promoter or its nominee interest as per the rule from the due date, till realization of the said amount. Promoter or its nominee at its discretion will raise bills for advance maintenance charges, when it envisages it will require additional amount for maintenance of said building/property.
- (f) The aforesaid maintenance charges are estimated expenses for maintenance for One year and if amount collected towards maintenance fall short for One year maintenance, Promoter continues to maintain the said building after One year, Promoter will raise the bill on the Allottee(s) and Allottee(s) agrees and undertakes to pay all future maintenance charges in advance and on quarterly basis till, management and administration of said

building is handed over to the Organisation. After handing over of management and administration of the said building to the Organization, Allottee(s) will pay to the Organisation all maintenance charges of the building and pay to Promoter his proportionate charge towards the cost and expenses for maintaining all common amenities and infrastructure over the Said Smaller Property.

- (g) The Promoter shall be entitled to appropriate the amounts collected under one head for meeting expenses under another head. The Allottee(s) shall not be entitled to raise grievance in respect of the same. All the aforesaid amounts mentioned in Clause 23 are non-refundable and are non-accountable. The Promoter and or its nominee will render account only in respect amount collected towards advance maintenance charges of common area, advance maintenance charges, club house and property tax. In the event of there being any increase in the general charges on the date of handing over the possession of the said Flat, Allottee(s) shall pay the same before taking over the possession of said Flat.
- (h) The amounts collected by the Promoter or its nominee under the provisions of this agreement or otherwise howsoever shall not carry any interest. Promoter shall maintain a consolidated account of all the amounts so collected under clause 23 a (viii) by them from all the Allottee(s) of the Flat /Shops/Offices in the buildings and of all the amounts spent on expenses chargeable to them, and on formation of the Organisation of all Allottee(s) in the said building shall at the time of handing over administration and management render a consolidated account of amount collected under clause 23 a (viii) to such Organisation and also handover the unexpended amount to such Organisation after retaining the amount required for maintaining common amenities and infrastructure. Promoter or its nominee shall not be liable to maintain or render any separate account of the different Allottee(s) of Flat individually. Rendering of such consolidated account to such Organisation and settlement of account with them shall discharge Promoter of their responsibility, to refund excess, if any, out of such collections to the individual Allottee(s) of Flat , and the different Allottee(s) of Flat shall make up and adjust their respective accounts between themselves, as members of such Organization.

16. LIMITED RIGHT OF ALLOTTEE(S)

- a. The Promoter has agreed to sell and transfer only said Flat to Allottee(s) and Allottee(s) has agreed to acquire and purchase only

said Flat from the Promoter save and accept the said Flat Allottee(s) hereby agree and admit that he will not have any claim interest or any other right or interest in the said property or part of the said property. All other portions of the said Building and said Property shall remain the property of the Promoter till handing over the said property to Society.

- b. The Allottee(s) shall have no claim upon the open spaces, parking spaces, (other than or unless specifically allotted by the Promoter) lobbies, terrace, garden areas etc. and the same shall absolutely belong to the Promoter till handing it over to the Society. The common areas, amenities and facilities in the said building, including the open spaces, common entrances, common passages/corridors, lobbies, staircases, terraces, recreation areas, Sullage Treatment Plant, Electric Sub-Stations shall be used in reasonable manner and only for the purposes for which the same are provided and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the Promoter or the said Society.
- c. The Allottee(s) shall not use the common areas, amenities and facilities, or permit the same to be used for any purpose other than the purposes for which the same are intended, and the Allottee(s) shall not commit any nuisance or do anything, which may cause disturbance or an annoyance to the owners/occupants of the said Buildings.
- d. The Allottee(s) agrees not to change, user of the said Flat without prior consent in writing of the Promoter which the Promoter will be entitled to refuse if they deem fit and any unauthorized change of the user of the said Flat by the Allottee(s) shall render this Agreement void/voidable at the option of the Promoter and the Allottee(s) in that event shall not be entitled to any rights under or arising out of this Agreement.

17. CAR PARKING (IF ALLOTTED BY PROMOTER)

- a. Allottee(s) agrees that the Allottee(s) will not be entitled to park any vehicle within the said property unless Allottee(s) has been allotted specific parking space by the Promoter. The car parking space if allotted shall be used only for parking of vehicle belonging to the Allottee(s) only.
- b. The said car parking space is attached to the said Flat and cannot be independently sold or transferred by the Allottee(s) and in the event of

termination/cancellation of this agreement the car parking space also shall automatically be deemed to have been cancelled and terminated.

- c. Allottee(s) shall not be entitled to transfer the said parking space or the benefit thereof in any manner whatsoever except in the circumstances of Allottee(s) transferring the said Flat. While transferring the said Flat, Allottee(s) shall be under obligation to transfer the said parking space together with the said Flat to the transferee.

Said Car parking space and Car Parking space allotted to any other Allottee(s) in the said Building or with the said Property shall not form part of common area and facility of the said building.

- d. The Allottee(s) undertake to pay such monthly maintenance charges for car parking space to the Promoter till Promoter manages the said building/and thereafter to Society, such maintenance charges may be fixed by the Promoter or by the Society or all Allottee(s) of the said building.
- e. The car parking space shall be utilized for parking the Allottee(s)' own vehicles and will not be used for parking of any other vehicles or for any other purpose.
- f. The Allottee(s) acknowledges that the Promoter shall provide the parking space for normal light motor vehicles and not for large extra size motor vehicle. The Promoter shall not be responsible or liable to the Allottee(s) if the Allottee(s) car does not fit in the said car parking space.
- g. Allottee(s) will not use the said parking space for parking of heavy/commercial vehicles, store goods, or put the said parking space to any residential/commercial use or any other use other than for parking of vehicles.
- h. All car parking spaces allotted by the Promoter within the said building shall be deemed to be of respective Flat owners and Society will not have any right over the said car parking space. However, Allottee(s) shall be liable to pay regularly maintenance charges fixed by the said Society to maintain the said car parking space viz. light, painting, security etc. The Allottee(s) undertake to pay such monthly maintenance charges to the Promoter till Promoter manages the said building and thereafter to Society such maintenance charges may be fixed by the Promoter or by the Society or all Allottee(s) of the said building.
- i. If car parking allotted is mechanize car parking it will have to be shared with other Allottee(s) of the said car parking slot. Allottee(s) therefore will accordingly co-operate with other

Allottee(s) to facilitate smooth use of car parking space and if required arrive at an understanding for proper use of mechanized parking space. The Allottee(s) will also share additional expenses for repair and maintenance of allotted mechanized parking space.

18. **RIGHT OF PROMOTER**

- a. The Promoter reserves for itself the exclusive ownership of the said property and have right of use and occupation of open spaces, parking places, terrace of all building constructed on the said property and shall be absolutely at liberty for leasing out, allotting the same and/or setting up communication or information sites or links, equipment, with an attendant room to be constructed for the purpose and/or for setting up and displaying hoardings, advertisements and sign boards, illuminated or otherwise, and neon signs and to install dish antennae with certain systems and electric meter rooms, communication links, cables and connection lines on the said building or said property. The Promoter shall also be entitled to deal with the same and receive consideration in respect thereof.
- b. The Allottee(s) shall not raise any obstruction or interfere with the rights, powers and authorities of the Promoter in this regard to use open space, terrace, common area etc. for the aforesaid purpose. However in the event any rates, charges or taxes or any other levies are charged, imposed or levied by the Corporation, local or public or private bodies or the government (state and central) or any other concerned authorities for and in respect of the aforesaid use and enjoyment, same shall be borne and paid by the Promoter alone.
- c. In case of use of terrace or any other part of said building, the Promoter and/or their respective nominee/s successors and assigns shall, be become members of the Society in respect of the aforesaid areas and shall have, with the same, to the extent permitted by law, rights, powers and authorities and subject to the same obligations and liabilities, as the Allottee(s) herein and all other ordinary members thereof.
- d. In the event Promoter using, the terrace of said building and handing over the said building to the Society , the Promoter, its servants, agents, workmen, staff and employees and such other persons shall at all times have the right and authority to enter into and upon the said building and the said property, for the purpose of access to and from the said open spaces, terraces, parapet walls, external walls and other areas and to apply for, lay down, install and connect electric, communication and utility lines, cables and meters

and to do and carry out all other work, acts, deeds and things thereon/therein and in respect thereof as the Promoter may desire and deem fit in their sole and unfettered discretion. If necessary the Promoter or its nominee will also be entitled to get separate electricity connection and Allottee(s) if required will give all cooperation and issue No Objection Certificate if required by electric supply Promoter.

- e. The entire revenue and income received or derived by the Promoter upon sale, transfer, assignment and/or development on the said property by utilizing and consuming the FSI, FAR, DR and TDR or upon sale, transfer, assignment and/or disposal thereof, shall be the absolute property of and exclusively belong to and be appropriated by the Promoter, who shall not be liable to or called upon to disclose or render any account/s in respect thereof to the Allottee(s) herein and/or the Society. The Promoter shall not be liable to pay or grant any compensation, charges or other amount whatsoever or rebate in consideration in respect of the aforesaid or on variation in the scheme of development, plans, specifications and/or layout to the Allottee(s) herein, or to the Allottee(s) of any other Flat, Allottee(s), in the said demand any compensation or rebate on account of any of the aforesaid use by the Promoter.
 - f. The Promoter shall have a right to make additions put additional story's on the said Buildings as disclosed herein and such right shall include the right to use the Floor Space Index or the additional Floor Space Index which may be available in respect of the said Property or other land at any time in future or by use of TDR brought from outside as may be permitted under Development Regulation applicable to the said Property and such additional Floor Space Index, additions and additional structures or story's shall always be and shall always be deemed to be the sole property of the Promoter who shall be entitled to deal with or dispose of the same in any way they choose without any objection or hindrance from the Allottee(s). The Allottee(s) and Society hereby agrees that said Allottee(s) of such additional story's or structure will be made member of the Society.
- 19.
- a) The Allottee(s) is aware that as per the plans sanctioned till date Promoter has not utilized full development potential of the said property and Promoter will be further modifying the Plan for additional floor in the buildings sanctioned as may be permitted under DC Regulation applicable to the said property

by loading of TDR or any FSI available by premium or in any other manner as disclosed herein. All construction up to plinth level is done to withstand the construction up to the potential of the respective buildings. The Allottee(s) is therefore specifically put to notice that the said sanction plan is not final plan and Promoter is entitled to amend the said plan for utilizing the entire development potential of the said property by constructing additional floors or additional building on the said property as disclosed herein.

- b) The Allottee(s) after fully understanding the scheme of development and being satisfied himself in all aspect thereof, Allottee(s) hereby grant to the Promoter, his specific, full, free, irrevocable unconditional and unqualified consent and permission for carrying out and implementing the scheme of development to utilize full potential of the said property and right of the Promoter to make the alteration variation, amendment and modifications thereof and in the layout, plans and specifications thereof and for making additional construction, as may be deemed necessary by the Promoter in their sole and unfettered discretion. If demanded by the Promoter or TMC, Allottee(s) will sign and execute such documents and application as may be necessary for such amendment of the sanctioned plan. The Allottee(s), either in his personal capacity and/or in his capacity as one of the members of the Society shall not raise any dispute or objection to the Promoter and/or their nominees in implementing the scheme of development or making and effecting such additional construction on any ground whatsoever, including that of nuisance or annoyance etc, and he shall extend all co-operation, assistance and facilities to the Promoter in respect thereof at all times hereafter. Even after entering into occupation of the said Flat, he shall not raise any dispute or obstruction or interfere with the benefits, rights, powers, discretions and authorities of the Promoter in relation to the said FSI, FAR, DR and TDR and the utilization, consumption and transfer of the same including the right of the Promoter to deal with or dispose off the same in such manner as the Promoter may deem fit.
- c) The Allottee(s) and Society at all times thereafter, shall extend all facilities to the Promoter for enabling them to exercise their aforesaid rights including for making such additional construction and they shall not raise any obstruction or interfere with the rights, powers and authorities of the Promoter in relation thereto, and also the revenue and/or income received or derived by the Promoter upon sale, transfer, lease or disposal of such entire additional construction and of such FSI, FAR, DR and TDR, and the Promoter shall be entitled to utilize and/or avail of power and water supply from connections, lines or storage tanks and other convenience and amenities for the aforesaid purposes and the Allottee(s) hereby consents to the same. The Allottee(s) shall not demand any consideration or any concession from the Promoter for doing any additional work as aforesaid.

20. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect of said Flat; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the said property or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said property or Project except those disclosed in the title report; All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said property and said building/wing 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, said property, Building/wing and common areas;
- v. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- vi. 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 said property, including the Project and the said Flat which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee(s) in the manner contemplated in this Agreement;
- viii. After completely developing the said property and selling all Flat therein and receiving full consideration from the all Allottee(s) of the Said Building, Promoter shall handover management and administration of said Building to the Managing committee of Society;

- ix. The Promoter has duly paid and shall continue to pay and discharge, till receiving Occupation Certificate of the said building undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;.
 - x. As required under section 4 (2) (l) (D) of RERA, Promoter will deposit 70% amount into separate account being "NEW SURAJ TOWER" RERA Escrow Account" No.38137222789 State Bank of India, Wagle Estate Branch. The Promoter will not deposit the amounts in the said account, the money received from Allottee(s) towards water connection charges and deposit, share money, application and entrance fee of the Society and legal fees, N.A Tax/Property Tax, Advance maintenance charges of common areas and GST and/or any statutory taxes, if applicable.
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said property and/or the Project except those disclosed in the title report.
21. The Allottee(s) hereto specifically declares and confirms that:
- i. The Allottee(s) has inspected title deeds relating to the Said Property and has ascertained for himself the title of the Promoter to develop the Said Property and therefore Allottee(s) shall not be entitled to further investigate the title and no requisition or objection shall be raised upon any matter relating thereto.
 - ii. The Allottee(s) shall become member of the said society and for that purpose sign and execute Application Form, Declaration Form and other documents that are required for become member of the society. The Allottee(s) will also be bound by the byelaws of the society and hereby undertakes to follow the said byelaws.
 - iii. The Allottee(s) acknowledges and admit Promoter right to allot Car parking space to other Allottee(s) of the said Building and will not disturb such car parking space allotted by the Promoter to other Allottee(s) in the said building or said property and hereby undertake he and Society will recognize and acknowledge such allotment and will not in any manner interfere with the use of such parking space by other Allottee(s).
 - iv. The said Flat is not transferred to the Allottee(s) on execution of this Agreement, but will be deemed to have been transferred on payment of entire consideration and all other charges and deposits as stated in the Agreement, till the payment of entire amount Allottee(s) expressly

waive the charge u/s 55 of the Transfer of Property Act or any other enactment on the said Flat for the amount paid by the Allottee(s).

- v. The Allottee(s) is aware that facilities and amenities stated in the brochure, advertisement, email or any other mode of communication will not be provided to the Allottee(s) unless same is part of the amenities listed in this Agreement and Allottee(s) will not make any claim based on such advertisement or any other mode of communication for any amenities unless it is part of this agreement.

22. It is an express, essential, vital and integral term and condition of this Agreement that:

- a. Promoter shall be entitled to make any variations, alterations, amendments to layout, plans and specifications of the Flat in the said buildings, relocating/realignment of the water, power, sewerage, telephone, gas and other service and utility connections and lines, overhead/underground tanks, pumps, open spaces, parking spaces, recreation areas, garden spaces and all or any other areas, amenities and facilities and/or varying the location of the access to the said buildings as they may deem fit in their sole and unfettered discretion or if the same is or are required to be done by the concerned local authorities;
- b. The Promoter are desirous of selling, transferring or otherwise allotting or disposing of Flat, and other areas including gardens/terraces appurtenant to or adjoining or abutting and/or above certain Flat in or around the said buildings on what is popularly known as ownership basis and/or otherwise and they are entering into separate agreement for sale, transfer and/or disposal thereof with various Allottee(s) or transferees thereof;

23. The Allottee(s) hereby agrees that:

- a) The Promoter shall be entitled to transfer, assign, allot, dispose of and/or sell in any manner it deems fit or proper the terraces, parking spaces, common and open areas to anybody for such price and on such terms and conditions as the Promoter deem fit. The Allottee(s) and Society will recognize such agreement and right created by the Promoter and shall not raise or be entitled to raise any objection of whatsoever nature or kind.
- b) The Allottee(s) shall not have claim or right on any part of the Said Property and also to any part of the said Building other than the said Flat agreed to be taken by him. All open spaces, utility areas and common amenities, lobbies, staircases, terraces shall, remain the property of the Promoter till it is handed over to the Society as herein mentioned but subject always to

the rights, reservations, covenants and easements in favour of the Promoter as herein provided.

- c) The Promoter shall have absolute and exclusive right and authority to use, utilize and consume present and future F.S.I. and the F.S.I. and/or T.D.R., which will be made available to them, by the concerned local authorities and the Allottee(s) shall not have or claim any rights and/or benefits of whatsoever nature in respect thereof. The Allottee(s) will also not demand for any consideration or discount of any nature for use of TDR or FSI by the Promoter of the said property and hereby give irrevocable unqualified and unconditional consent for use of the same, in the manner as may be deemed by the Promoter.

The Promoter is entitled to amalgamate said property with any other adjoining property and make integrated development of the said property alongwith such amalgamated property by using development potential of the said amalgamated by constructing building on the said property for entire consumption of development potential of the said property.

24. The Allottee(s) himself with an intention to bring all persons into whomsoever hands the said Flat may come, doth hereby covenant with the Promoter as follows:
- a. To maintain the said Flat at Allottee(s) own costs in good tenable repair and condition from the date of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the said Building in which the said Flat is situated or staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the said Building in which the said Flat is situated and/or the said Flat itself or any part thereof;
 - b. Not to store in the said Flat any goods, which are prohibited under any law or which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building nor shall carry or cause to be carried heavy packages in upper floors which may damage or likely to damage the staircase, common passages, or any other structure of the said Building including entrances of the said Building. If any damage is caused to the said Building due to any act or omission of Allottee(s) or anyone on his behalf, it will be breach of this Agreement.
 - c. To carry at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee(s) and shall not do or suffer to be done anything in or to the said Building in which the said

Flat is situated or the said Flat or which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority AND in the event of the Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and/or liable for the consequences thereof to the concerned local authority and/or other public authority.

- d. Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time, make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof nor any alteration in the elevation and outside colour scheme of the said Building in which the said Flat is situated and shall keep the portion, sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair and condition, and in particular so as to support, shelter and protect the other parts of the said Building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams walls, slabs or R.C.C. Purdis or other structural membrane in the said Flat without the prior written permission of the Promoters and/or the Society as the case may be;
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the said Building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the said Building in which the said Flat is situated;
- g. Not to use the said Flat or permit the same to be used for any purpose other than that permitted by the Promoter or for any purpose, which may or is likely to cause nuisance or annoyance to the occupiers of neighboring Flat or for any illegal or immoral purpose, or in violation of any rules applicable thereto.
- h. Will not make any changes of whatsoever nature including shifting of the walls, doors, windows, bedrooms, kitchen, bathrooms, balconies, terrace, enclose balconies, flower bed, extending rooms, change floorings, plumbing systems, , electrical wiring, sanitary systems and fixing of grills or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building.
- i. Will be responsible for damage to structure due to (i) installation of Air-conditioners on the external walls (ii) Loading of heavy luggage in the lift, (iii) damage to any portion of the neighbor's Flat, or common area by drilling or

hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual.

- j. Not to encroach upon or make use of any portion of the said Building not agreed to be acquired by him or keep any shoes racks, decorative material or chair or any other material in the lobby, landing stair case etc.
- k. Carry out along with other Allottee(s) in the said Buildings, at their own costs, without holding the Promoter responsible or liable for, all repairs, additions and alterations in or to the said Building and the said Flat as may be required to be carried out hereafter by the Government, Gram Panchayat, Municipal Corporation or any other Statutory Authority.
- l. Not to change the external elevation facade or colour scheme of the said Building.
- m. Until all Flats in the said Building are not separately assessed for Municipal taxes and other levies, pay his shares thereof on basis of carpet area of the Flat.
- n. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said Flat by the said Flat Allottee(s) viz. user for any purpose other than for residential/commercial purpose as the case may be.
- o. The Allottee(s) shall not let, sub-let, transfer, assign or part with the Allottee(s) interest, benefit of this agreement or part with the possession of the said Flat until all the dues, payable by the Allottee(s) to the Promoter under this agreement are fully paid up and only if the Allottee(s) has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee(s) has intimated in writing to the Promoter and obtain it's no objection till said building/property is handed over to Society.;
- p. After taking possession of the said Flat by the Allottee(s), the Allottee(s) will be responsible for safety and security of the said Flat and all material within the said Flat and will not hold Promoter or any Facility Management Services, responsible for safety and security of the said Flat.
- q. The Allottee(s) shall observe and perform all the rules and regulations of the said Society. and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Flat therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of Flat in the said

Building and shall pay and contribute regularly and punctually towards the taxes, expenses maintenance of the said Building and other outgoings in accordance with the terms of this agreement or rule, bye-law of the Society.

- r. Till said building is handed over to the Society. the Allottee(s) shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said property and the said Buildings or any part thereof to verify and examine the state and condition thereof and also for the purpose of repairing any part of the said Building and/or the said Flat and/or for the purpose of repairing, maintaining, rebuilding, clearing and keeping in order and good condition all services, lift, pumps, drains, pipes, cables, water cover, gutter, wires and structures and other conveniences belonging to or used for the said Building and also for the purpose of laying down, maintaining, repairing and testing drainage gas and water pipes and electric wires etc. and for similar purpose and also for the purposes of cutting off the supply of water to the said Flat or any other Flat in case the Allottee(s) or other Allottee(s) shall have made any default in paying his share of water tax.

25. The Parties hereto have agreed that, no party will be entitled to unilaterally terminate this agreement under any circumstance.

26. **INDEMNIFICATION BY THE ALLOTTEE(S)**

The Allottee(s) shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses, liabilities (including its professional fees in relation thereto) whatever nature incurred or suffered by the Promoter directly or indirectly due (a) to Any act and omission by the Allottee(s) by making any change in the said flat, which may damage the said building or any warranty/guarantee given for water proofing and thereby make the Promoter liable.(b) impair enforcement or preservation of any right of the promoter under this agreement.(c) any breach or default by the Allottee(s) in performance of any or all of obligations under this agreement. (d) Any injury to any property or person or death of person howsoever arising related to use and occupation of the said Flat, which is directly or indirectly result of negligence, act or omission of the Allottee(s) or his agents, servants, tenants, guests, invitees or any person or entities under this control or (e) the Allottee(s) non-compliance of any restrictions/instruction/manner for use and occupation of the said Flat or any of the amenities/equipment within the said building..

27. **MORTGAGE**

- (a) The Allottee(s) hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Allottee(s) that:-

Promoter has an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "**the said Banks**") or have raised finance by issue of Debenture or any other manner (Financial Arrangement), as stated in the recital, to secure the said payment under Loan or Financial Arrangement, Promoter has mortgaged the said Property and construction there on in favour of the said Banks or any other Institution and the securities created in favour of the said Banks/Financial Institution may be substituted from time to time for any additional loan or Financial Arrangement

- (b) On execution of this Agreement the Promoter will cause Banks to issue No Objection for sale of said Flat from the aforesaid security created in their favour, subject to the payment of consideration in the said account.
- (c) The Promoter specifically reserve its right to offer the said property along with the construction there on or any part thereof (save and except the said Flat), as security (including by way of a mortgage or charge) to any other credit/ financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoter, and the Allottee(s) has given and granted his specific and irrevocable, unqualified and unconditional consent and permission to the Promoter for doing the same. As per the terms of said new Loan/Financial Arrangement, the Allottee(s) may be required to pay amounts due to the Promoter in the designated account as per the new terms of Loan/Financial Arrangement. The Allottee(s) hereby undertakes to pay the amount due as per the instruction from the Promoter. The payment by the Allottee(s) in the said Designated account or New Designated will discharge the Allottee(s) of the amount to be paid to the Promoter.
- (d) The Allottee(s) hereby irrevocably and unconditionally declare/s, agree/undertake/s, covenant/s, confirm/s and assure/s that he shall, if and whenever requested by the Promoter hereafter in this regard, and within 7 (seven) days of receiving the Promoter's written intimation in this regard, sign, execute and give to the Promoter, in such form as may be desired by the Promoter, any letter or other document recording his specific, full, free and unqualified consent and permission for the Promoter offering and giving the said property and/or the said buildings and/or the other buildings and structures proposed to be constructed on the said property by the Promoter or any part thereof (save and except the said Flat), as security in the manner mentioned in sub-clause (a) and (b) hereinabove. It is expressly clarified, agreed and understood that strict compliance of this

condition on the part of the Allottee(s) shall be of the essence of the contract, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Allottee(s) herein, the Promoter has entered into this Agreement.

28. Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee(s) for payment by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Promoter.
29. The Allottee(s) shall bear and pay the cost of registration and stamp duty payable on this Agreement as also any other document/s as may be required to be executed for duly recording the transaction hereby envisaged. The Allottee(s) shall present this agreement at the proper registration office for registration within the time prescribed under the Registration Act and shall give a proper notice in this behalf to the Promoter whereupon the Promoter Representative will attend such office and admit execution thereof. It is specifically made clear that it is not responsibility of the Promoter to register this Agreement and Allottee(s) will not hold Promoter liable for non-registration of this agreement and all consequences flowing from it.
30. **BINDING EFFECT**
- Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from delivery of this agreement to the Allottee(s) and secondly, pay stamp duty and registration charges and appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter.
31. This Agreement alongwith it schedule and annexure constitutes the entire agreement between the parties hereto, and supersedes terms and condition of application form, allotment letter all prior representations, inducements correspondence, arrangement, understanding or agreements oral or otherwise, between the parties with respect to the subject matter hereof. Allottee(s) is specifically aware that all representation by advertisement in newspaper, brochure, leaflet, booklet, website were just made for promotion of the project and amenities disclosed therein are not part of this project unless specifically stated in the Schedule hereunder written and

Allottee(s) will not make any claim based on any advertisement made by the Promoter. No addition to, deletion of or deviation from the provisions of this Agreement shall be binding unless in writing and duly signed by the parties hereto. The terms of this agreement shall not be altered or added to nor shall anything be omitted from this agreement except by means of agreement in writing duly signed by the parties hereto.

32. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S)

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

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

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

34. 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 and for protecting and preserving the right and interest of the Promoter or for securing the due fulfillment of the provision hereof on the part of Allottee(s). The Allottee(s) further hereby agree and undertake on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letters, writings and papers as may be reasonably required by the Promoter for further better and more perfectly protecting or preserving the rights and interest of the Promoter or for securing the due fulfillment of the provisions hereof on the part of Allottee(s).

35. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office and the Allottee(s) at Thane after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Thane.

36. That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in this agreement. It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

37. Nomination

In case of death or in case of incapacity of the Allottee(s) (Due to any physical ailment or otherwise) Allottee(s) hereby authorize _____(Nominee), as his /her nominee, who will be entitled to said Flat. Promoter is entitled to deal with said nominees as authorized representative of the Allottee(s). The said Allottee(s) if required pay the balance payment i.e. any amount unpaid and also be entitled for possession of the said flat. In case the Promoter deals with the nominees and handover the possession of the said flat to the Nominees. The Promoter will be indemnified against any costs, charge and expenses, that Promoter may suffer due to any claim by any persons as legal heirs/ representative of the Allottee(s) and all such cost and expenses incurred by the Promoter will be a charge on the said Flat.

38. JOINT ALLOTTEE(S)

- a. That in case there are Joint Allottee(s) all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).
- b. In case of Joint Allottee(s) and on death of one of the Allottee(s) (Deceased Allottee(s)), the parties hereby agree that remaining Allottee(s) (Surviving Allottee(s)) will be entitled to the said flat. The Surviving Allottee(s) will fulfill all obligations and liability under this agreement and will also be entitled for the benefit that may arise from this agreement.

- c. The parties further agreed that on payment of entire consideration by the Surviving Allottee(s), the Promoter will handover vacant and peaceful possession of the said Flat to the Surviving Allottee(s). The handing over the possession of the said flat to the Surviving Allottee(s) will discharge the liability of the Promoter under this Agreement.
- d. The Surviving Allottee(s) hereby further agrees to keep indemnified and hereby indemnifies and keep harmless the Promoter and/or its successors in title of, from and against any loss, damages, demand, action, dispute, claim, costs, charges and expenses of any nature suffered or sustained by the Promoter due to any claim made or which may hereafter be made on the said Flat by any legal heir and representative of the Deceased Allottee(s) and further agree to pay Promoter and/or its nominees and/or successors in title all cost, damages, charges and expenses arising due to claim of Deceased Allottee(s).

39. **SEVERABILITY**

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

40. **DISPUTE RESOLUTION**

Any dispute between parties shall be settled amicably. If parties fail to settle the dispute amicably, then dispute will be referred to the Real Estate Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

41. **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 courts in Thane will have the jurisdiction for this Agreement

- 42. Save as is expressly provided hereinabove, this agreement shall always be subject to the provisions of the Maharashtra Ownership (Regulation for

Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder and/or any other enactment and/or amendment thereof.

FIRST SCHEDULE

The plot of Building no. 35 (SAID PROPERTY) forms the part of layouts admeasuring 1102.68 sq. meters lease Plot area and 318.15 sq. meters road set back area land adjacent to existing plot of the building no.35, thus total admeasuring 1420.83 sq.mtrs (as per area statement certified by MHADA, on Survey No. 206 Hissa no.1 (pt.) at Vartak Nagar, Village Majiwada, Taluka and District Thane, within limit of Thane Municipal Corporation

SECOND SCHEDULE

Residential **Flat bearing No. _____ admeasuring _____sq. Mtrs carpet area** alongwith appurtenant area of _____ sq.mtrs enclosed **Balcony (Total admeasuring _____ sq,mtrs), on _____ floor and One Automated Mechanical Car Parking Space at Free of Cost**, in Building known as “**New Suraj Tower**” in the said **Building No. 35 of New Suraj Co. Op. Hsg. Society Ltd.** Vartak Nagar, Mouje Majiwade Tal & District - Thane - 400 606.

THIRD SCHEDULE

BUILDING

The building R.C.C. frame structure including Internal and External Walls using Aluminium Formwork.

A. INTERNAL SPECIFICATIONS IN SAID FLATS

1. FLOORING / WALL TILES

- a. Providing and fixing Vitrified flooring in the entire flat including living room, passages Kitchen and bedroom.
Make: Kajaria / Simpolo/ Qutone /or Equivalent.
- b. Providing and fixing Ceramic / vitrified tiles as bathroom Flooring / dado in each bathroom.
Make: Kajaria / Simpolo/ Qutone /or Equivalent.
- c. Providing and fixing Granite / Vitrified platform with Quartz Sink made by Franke Brand and Ceramic / vitrified Tiles up to 2 feet's above the Platform in kitchen.
Make: Kajaria / Simpolo/ Qutone / or Equivalent.

2. GYPSUM PLASTER

Providing and Applying Gypsum Plaster for internal wall in flat. Gypsum Make: Walplast or Equivalent.

3. PAINTING

Providing and Painting Oil Bond Distemper Paint for all internal wall and ceiling in flat
Make: Asian / Nerolac / Apollo or Equivalent.

4. DOORS

a) MAIN DOOR

Providing and fixing CP Teak Wood Frame with Flush door shutter having both side Laminate and all door accessories. I.e. Godrej Make or equivalent Latch, Both side Handle, stopper, magnet, Tower Bolt, etc.

b) BED ROOM DOOR

Providing and fixing CP Teak Wood Frame with Flush door shutter having both side Laminate and all door accessories. I.e. Godrej Make or equivalent Cylindrical locks with key, Stopper, magnet, Tower Bolt, etc.)

c) BATH ROOM DOOR / SERVICE DUCT DOOR

Providing and fixing CP Teak Wood Frame with Flush door shutter having both side Laminate and all door accessories. I.e. Godrej Make or equivalent Cylindrical locks with/ without key, Tower Bolt, etc.)

5. PLUMBING

Providing and fixing western WC in Master Toilet and common Toilet with sanitary and CP fittings.

Material used for Plumbing Work. (Internal and External work)

- d) Concealed Plumbing: CPVC Pipe Astral make
- e) Looping and Downtake: UPVC Pipe – Prince make
- f) Solar Downtake : Kitec make / CPVC Pipe Astral make
- g) Other Downtake : PVC pipe – Prince make
- h) CP fitting : Kohler make / or Equivalent
- i) Sanitary Fitting: Kohler make / or Equivalent

6. WATERPROOFING

Providing Chemical Coat with Brick Bat Waterproofing in Toilet, service duct / AP area and Kitchen sunk portion etc.

7. WINDOWS

Providing and fixing Jindal or Equivalent make Domal Series Two Track Sliding Window with 5 mm Plain Saint Gobain or Equivalent make Glass with all accessories for windows.

8. ELECTRICAL

Providing with adequate of electric point (Light point, Fan points plug point, Ac point, Bell point, ex. Fan point, power point etc.), T.V. point, Telephone Point / intercom in Flat

Material used for electrical Work :

- a. Wires / TV and Telephone cables – Polycab make or Equivalent
- b. Switches and Sockets : Legrand Make or Equivalent
- c. RCCB / MCB : Legrand Make or Equivalent
- d. Distribution Board: benlo or Equivalent

B. EXTERNAL / COMMON AMENITIES

- a. Providing Diesel Generator for emergency back-up for common area.
Make: Kirloskar or Equivalent.

- b. Providing 3 No's of High Speed Elevators. Make: ThyssenKrupp Elevator/Otis Elevators / Johnson or Equivalent.
- c. Providing and fixing Intercom System – Skylink make or Equivalent, Telephone Instrument – Beetel or Equivalent Make.
- d. Providing Solar System on terrace for Hot Water in Master/ common Toilet through separate Tap.
- e. Providing and fixing CCTV System for building Campus. – HIKVISION make or Equivalent
- f. Providing Automatic Tower Car Parking System.
- g. Providing Fire prevention System for entire Building.
- h. Providing Rain Water Harvesting System for Ground / Bore well water Recharge.
- i. Providing and fixing Lightning Protection System (Lightning Arrester)
- j. Providing Grey Water Treatment Plant for flushing water requirement in Toilets.
- k. Providing chemical coat with Brick Bat waterproofing and china chips for Terrace waterproofing.
- l. Providing Scratch finish Texture and applying 2 coat of paint on it for external walls.
- m. Providing vitrified Flooring and dado on the wall and Glass Partition with Glass Door for Main Entrance lobby on Ground Floor.
- n. Providing and fixing vitrified Flooring with skirting for floor lobby on each floor.
- o. Providing and Painting Oil Bond Distemper Paint for floor lobby at each floor
Make: Asian / Nerolac / or Equivalent.
- p. Providing Chemical Coat, Plaster, Brick Bat Waterproofing in Under Ground Water Tanks and Overhead Water Tanks.
- q. Providing Submersible pump set (1 working and 1 standby) in UGWT with Pump Panel.
- r. Providing Letter Box at Ground floor in entrance lobby for each Flat.
- s. Providing Oil Bond Distemper Paint for staircase area,

Disclaimer:- The Promoter have sole discretion to choose from the above stated equivalent Brand/Type/Model/Material, the Allottee(s) will not have any right to insist upon particular equivalent Brand/Type/Model/Material. All the above material will be subject to availability in the market. Further if due to change in trend to use any particular material, type, colour etc. Promoter at its sole discretion has right to change the same. Natural material like stone, marble, wood will not have same texture and varies and at time it does not bound properly with the wall, the Allottee(s) will not hold Promoter responsible for unbounding or uniformity of the natural material.

COMMON SEAL OF THE withinnamed Promoter)

M/S. EKDANTA CONSTRUCTIONS AND DEVELOPERS ,

Was hereunto affixed pursuant to the Resolution)

passed by its Board of Directors in its meeting held)

For M/S. Ekdanta Constructions and Developers

in the presence of Partner)

_____)

in token of the affixation of the)

common seal hereunto set his hands)

in the presence of

SIGNED AND DELIVERED by the)

Within named "THE ALLOTTEE(S)")

_____)

_____)

in the presence of

1.

2.

