

AGREEMENT FOR SALE

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AGREEMENT FOR SALE

This Agreement made at.....this.....day of..... in the year Two Thousand and Between **M/S. SHANAYA STAR (PAN: AFFF7914B)**, a Partnership Firm incorporated and duly registered under the Indian Partnership Act, 1932 having its principal place of business at 3rd Floor, Star Heights, Bharat Cinema, Near Railway Station, Chhadva Nagar, Kurla West, Mumbai 400 070 (through its Partner Mr. Abdulrahim Payak, PAN No. AJRPP8284D hereinafter referred to as **“the Promoter”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its Partners or Partner for the time being of the said firm, assigns, the survivors or survivor of them and the heirs, executors, administrators of last such surviving Partner and assigns) of the **FIRST PART;**

And

And

Adult/s, Indian Inhabitant/s, having his/ her /their address at

_____.

hereinafter referred to as **“the Allottee(s) or Purchaser(s)”** (which expression shall, unless it be repugnant to the context or meaning thereof, shall mean and include, in case of individual or individuals his/her/their respective heirs, legal representatives, executors, administrators, successors and permitted assigns and in case of a partnership firm, the partners from time to time of the firm, and the heirs, legal representatives, executors and

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administrators of the last surviving Partner, their successors and permitted assigns and in case of an HUF, the Karta and manager and coparceners from time to time, the survivors or survivor of them and the heirs, legal representatives, executors and administrators of the last survivor of them, their successors and permitted assigns and in case of a body corporate/company its successors and permitted assigns) of the **SECOND PART**.

The Promoter and the Allottee(s) are hereinafter collectively referred to as “**the Parties**” and individually as “**Party**”.

WHEREAS:

- A. Maharashtra Housing Board, a corporation established under the Bombay Housing Board Act, 1948 (“**Board**”) was absolutely seized and possessed of or otherwise well and sufficiently entitled to a piece or parcel of land admeasuring 896.98 sq.meters or thereabouts, situated at land bearing survey No. 67 to 71, City Survey No. 826(pt) being part of the Board’s land at Subhash Nagar, Chembur (East), Mumbai – 400 071 (“**the said Land**”) and more particularly described in the **Schedule 1 Part C** written hereunder;
- B. The Government of India formulated a housing scheme for the construction and allotment of tenements on rental basis to industrial workers known as the Subsidised Industrial Housing Scheme. The Board in pursuance to the housing scheme of Government of India constructed a building known as Building No. 32 (“**Building No. 32**”) on the said Land consisting of Ground plus 2 upper floors comprising of 36 residential units each admeasuring 212.36 sq. ft. carpet area and allotted the tenements in the said Building No. 32 to the individual allottees on rental basis.
- C. The Government of India laid down guidelines, on the basis of which the Government of Maharashtra inter-alia directed that the Building built under certain schemes should be offered for sale on an ‘as is where is condition’ to the authorised occupant (whose occupation is regularised on paying the penalty amounting to fifty percent of the cost of the tenements in lump sum for residential purpose) on the basis of Hire Purchase after the occupants of such tenements have formed a Cooperative Housing Society.
- D. Maharashtra Housing & Area Development Authority (“**MHADA/Authority**”) constituted under the Maharashtra Housing and Area Development Act, 1976 (Mah XXVIII of 1977) (“**the MHADA Act**”) being duly constituted with effect from the 5th Day of December 1977 under the Government Notification in the Public Works and Housing Department No. ARD-1077(1)/Desk-44 dated the 5th December, 1977, Maharashtra Housing Board a corporation established under the Maharashtra Housing Board Act, 1948 (Bom. LXIX of 1948) stood dissolved by operation of Section 15 of the MHADA Act and under Clause (a) and (b) of Section 189 of the said Act all the property rights, interests, liabilities and

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obligations of the said dissolved Board including those arising under any agreement or contract have become the property rights, liabilities and obligations of the Authority.

- E. Upon dissolution of the Board, MHADA/Authority as successor of the Board was the owner of and/or otherwise was well and sufficiently entitled to the said Building No. 32 and the said land underneath and appurtenant to the Building No. 32 (hereinafter collectively referred to as “**the said Property**”) and the said Property was owned by the Authority.
- F. The said occupants of 36 residential tenements in Building No. 32 formed themselves into a Co-operative housing Society viz. ‘Chembur Nishant Co-operative Housing Society Limited.’ (hereinafter referred to as “**the said Society**”) and registered the same under the Maharashtra Co-operative Societies Act, 1960 with the Registrar of Co-operative Societies under vide Registration No. BOM/HSG/7599 dated 7th May, 1981.
- G. Under Indenture of Lease dated 28th June 1999, executed by and between MHADA as Lessor in favour of the said Society as Lessee, and registered with the Sub Registrar of Assurances of Mumbai bearing Sr. No. PBDR-3/1126/1999 dated 28th June 1999, the Lessor (i.e. MHADA) therein granted unto the Lessee therein, the lease of the said Land for a period of 99 years commencing from 01st April 1980 with an option to further renew the same on the terms and conditions more particularly set out therein.
- H. By a Sale Deed dated 28th June, 1999 executed by and between MHADA as Vendor and the Society as Purchaser and registered with the Office of Sub-Registrar of Assurances bearing Serial No. 1128/1999 on 28th June 1999, the Vendor therein (i.e. MHADA) conveyed, granted and assured rights, title and interest in respect of Building No. 32 unto the said Society by way of sale of the Building No. 32 on the terms and conditions more particularly set out therein.
- I. Since the Building No. 32 was in a dilapidated condition, the said Society was desirous of re-developing the said Building No. 32 under Regulation 33 (5) of the Development Control Promotion and Regulations 2034 for Greater Bombay (“**DCPR/Regulations**”).
- J. A proceeding was initiated by the Society against MHADA and another Developer M/s. G. A. Developers before the Hon’ble Bombay High Court in Writ Petition No. 3383/2023 which was disposed off by an Order dated 11th December, 2023. The Society and the Promoter herein have complied with the orders of the Hon’ble Bombay High Court.
- K. Simultaneously, a Special General Body meeting of the Society was held on 22nd December, 2023 and it was resolved to appoint a reputed developer for re-development of the Property under DCPR 2034. Accordingly, Society invited offers from the interested Developers through Newspaper publications and received offers. The Promoter herein had also submitted its offer and upon scrutiny of the offers, the Society had appointed the Promoter herein as a Developer of the Property, in a Special General Body meeting held on 07th February, 2024.

- L. In the Special General Body meeting held on 07th February 2024 in presence of the authorised officer deputed by the Registrar of Co-operative Society, MHADA, the Promoter has secured 100% votes from the Members present in the meeting and thus the Promoter was appointed as Developer for redevelopment of the said Property.
- M. There are no encumbrances, mortgages, lis pendens, liens, notices for acquisitions or outstanding in respect of the said Property or any part thereof and that the said Property or any part thereof is not subject matter of any pending suit or attachment either before or after judgment from any court / tribunal / quasi-judicial authority and the Developer is entitled to re-develop the said Property by utilizing Maximum FSI as per DCPR 33(5) of the Development Control Regulations, 2034 and the laws, rules and regulations applicable to such re-development in respect of the said property without any interference or claim from any person.
- N. The Deputy Registrar of Co-operative Housing Societies, MHADA, Mumbai granted No Objection Certificate to the Society on 21st February, 2024 for re-development of the said Property through the Promoter herein. Upon receipt of the NOC from the Registrar's Office, the Society issued a In-Principal Letter of Intent dated 01st March, 2024 and the Developer accepted the same and confirmed its appointment on 02nd March, 2024.
- O. The Developer therein and Promoter herein has agreed and accepted the redevelopment rights of the said Property entitling the Developer to further develop the Free sale component and thereby sell the Developers Component/Developer's Premises (being the Developers Sale Flats and Developers Parking Spaces).
- P. By and under the Development Agreement dated 5th May, 2024 executed by and between Chembur Nishant Co-operative Housing Society Limited of the First Part, and Shanaya Star, the Promoter herein of the Second Part and 36 Members of the said Society of the Third Part thereto and duly registered with the Office of the Sub-Registrar of Assurances, Kurla under No. KRL-2-9631/2024 on 5th May 2024, (hereinafter referred to as "**the Development Agreement**"), the Society granted, conferred and irrevocably appointed the Promoter herein, as the Developer for the redevelopment of the said Property by demolishing Building No. 32 on the land and constructing new building/s for allotting one-self- contained residential Flat free of cost on ownership basis to each of the 36 existing members of the Society in lieu of their existing Tenements in the Building No. 32 for the purpose of redevelopment on terms and conditions contained in the Development Agreement and further Development rights to develop and sell the Developers Component/Developer's Premises in the new building as per the Development Agreement.
- Q. In terms of the said Development Agreement, the Society has also executed the Power of Attorney dated 04th May, 2024 duly registered with the Office of the Sub-Registrar of Assurances, Kurla-1 under No. KRL-2/9634/2024 on 04/05/2024 (hereinafter referred to as

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“**the said Power of Attorney**”) in favour of the Promoter herein to effectuate the completion of the redevelopment work of the said Property.

- R. The Promoters are entitled and enjoined upon to construct building(s) on the said Land in accordance with the recitals hereinabove.
- S. The Society being the Lessee of the Project Land, has granted the development rights to enter upon the said Land in favour of the Promoter for undertaking various acts, deeds, obligations, things as per the terms and conditions set out under the Development Agreement.
- T. MHADA has approved the plans for construction on the said Land vide IOA bearing reference No. MH/EE/(B.P.)/GM/MHADA- 29/627/2024 dated 11th October, 2024 as more particularly described in the **SCHEDULE 1 PART E** hereto and approved layout plan is annexed hereto as **ANNEXURE C-2**. However, the Promoter proposes to amend the layout of the said Land, which shall be amended in accordance with the Proposed Layout Plans as more particularly described in **SCHEDULE 1 PART D** and annexed hereto as **ANNEXURE C-1**. The said Proposed Layout/ Building Plans may also be subject to further change in order to construct and consume entire FSI which may be available from time to time to the Promoter or as may be required to comply with the directions of the MHADA/ approving authority. The Allottee(s) agree that they have purchased a Flat on the basis of the proposed layout and with the knowledge and express understanding that even the proposed layout and building plans may be altered in order to consume the entire FSI or to comply with the directions of the approving/Competent Authority.
- U. The Executive Engineer Building Permission Cell of MHADA inter alia granted Intimation of Approval (“**IOA**”) to the Promoter (which might be amended from time to time). Hereto annexed and marked as **ANNEXURE D-1** is the copy of the Intimation of Approval. The IOA shall also be issued in multiple phases as per the availability of the various clearances from multiple authorities. The Promoter shall be amending the approved plan in accordance with the Proposed Plan. The said Proposed plan may also be subject to further change as per the directions or requirements of the approving authority / competent authority, or as may be required by the Promoter to consume the entire available FSI in accordance with **Schedule 1 Part D**. The Allottee(s) agree that they have purchased the said Flat on the basis of the Proposed Plan and with the knowledge and express agreement and understanding that even the Proposed Plan may be altered in order to consume the entire FSI or comply with the directions of the approving / competent authority.
- V. By a Letter bearing Serial No. MH/EE/(BP)/ GM/ MHADA-29/1627/2024/CC/1/New dated 06th November, 2024, Building Permission Cell, Greater Mumbai, MHADA has granted Commencement Certificate (CC) to the Promoter hereto annexed and marked as **ANNEXURE D-2** is the copy of the Commencement Certificate. The CC shall also be issued in multiple phases from time to time.

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- W. The Promoter is intending to develop the said Land admeasuring approximately 896.98 square meters, as more particularly described in the Schedule 1 Part D hereunder written and shall have unfettered right to use and exploit by utilization such development potential and such FSI thereof (including fungible FSI, premium FSI, incentive FSI) or any other form of FSI as may be sanctioned from time to time by the competent authorities, or by availing of TDR or FSI as may be available on payment of premiums in accordance with all applicable laws, rules and regulations as may be in force at present and/or future and at any time until the receipt of Full Occupation certificate and as more particularly described in Schedule 1 Part D hereunder by utilizing:
- (i) The aggregate FSI to be utilized on the said Land for construction of residential building shall be up to 7800 square meters, plus other FSI /area as may be available as stated in (ii) hereinbelow;
 - (ii) Any further FSI which may be available to be utilized on the said Land or any additional/adjacent lands in future under any scheme proposed by the authorities by amending or modifying the existing Development Control and Promotion Regulations or by providing for utilization of additional FSI under new regulation which may be promulgated hereinafter.
- X. The Promoter proposes to develop a project named “SAYBA SAMRIDDHI” (hereinafter referred to as “**the said Project/Building**”) on the said Land. The said Project will be Residential use Project. The said Project shall have maximum up to 1 Pit and one (1) tower consisting with common amenities and upto 16 residential floors above ground level (G+16).
- Y. Adv. Kamal S Chaudary has certified that the Promoters’ title to develop the said Land is clear, marketable and unencumbered. The Certificate of Title issued by Adv. Kamal S Chaudary is hereto annexed as **ANNEXURE A**. In view of the above, the title of the Promoter in respect of the development of the said Land described in the Schedule 1 Part C, hereunder written is clear, marketable and non- encumbered and thus the Promoter herein has all the rights to deal with the said Land hereunder written as they deem fit and proper;
- Z. By virtue of the aforesaid Development Agreement, the Promoter has exclusive right to sell the premises forming part of Developers Component/ Developer’s Premises in the said Building to be constructed by the Promoter on the Land and to enter into Agreement/s with the allottee(s)/s of the Flats to receive the sale consideration in respect thereof.
- AA. The Allottee(s) confirms to the Promoter that he/she/they has agreed to purchase the said Flat considering the development of the said Land in accordance with details given in Schedule 1 Part D to this Agreement and has further confirmed that he/she/they has no objection to the construction of the full potential of the FSI available in respect of the said Land as disclosed in Schedule 1 Part D of this Agreement. The Promoter shall also be entitled to relocate and/or realign open spaces, parking spaces, amenities, shifting within or

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outside layout as permissible in law etc. The Promoter shall be entitled to realign utility and service connections. The Allottee(s) has made informed decision to purchase the said Flat considering the aforesaid disclosure(s) made by the Promoter, and also based on the aforesaid assent given to the Promoter.

BB. It is agreed by the Allottee(s) that no consent of Allottee(s) shall be required for utilizing the full FSI proposed to be utilized on the said Land as the same is fully disclosed in **Schedule 1 Part D** of this Agreement.

CC. The Allottee(s) herein has/have demanded from the Promoter and the Promoter has given inspection to the Allottee(s) of all the documents relating to the said Land as under:

- i. The Promoter herein have specifically informed to the Allottee(s) that there are no covenants affecting the said Land.
- ii. The Promoter herein have specifically informed to the Allottee(s) that there are no impediments affecting the said Land.
- iii. There is no Illegal encroachment affecting the said Land.
- iv. There are no permissions affecting the title of the said Land.
- v. 36 (Thirty Six) existing Members of the Society occupying Building No. 32 are the only Occupants of Building No. 32 that was situated on the said Land that now stands demolished.
- vi. The Promoter herein have specifically informed to the Allottee(s) that the Promoter has taken no loan as on date for the purpose of implementation and construction in respect of this Project. There are no mortgages/liens/charge of any kind created on the said Land.

DD. The Allottee(s) herein has/have further demanded from the Promoter and the Promoter has given inspection to the Allottee(s) of all the documents relating to the said Land. The Allottee(s) hereby declares and confirms that before the execution of this Agreement, the Promoter has made full and complete disclosure of the title to said Land. The Allottee(s) is aware that the Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities. The Allottee(s) confirms and warrants that the Allottee(s) shall not further investigate or raise any queries or objections to and is/are fully satisfied with regard to the title of the Promoter to the said Land and the competency of the Promoter to enter into this Agreement as are specified under the MOFA and RERA. The Allottee(s) agrees and confirms and warrants that the Allottee(s) is/are satisfied in all respects with regard to the title of the Promoter in respect of the said Land including any right, title, interest or claim of any other party to or in the said Land as well as any encumbrances if any. The Allottee(s) has/have familiarized himself/herself/themselves with the proposed development of the said Land. The Allottee(s) have accepted designs and

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specifications prepared by the Architect of the Promoter; The Allottee(s) has/have taken full and complete inspection of all the information, documents, disclosures that have been uploaded by the Promoter on the MahaRERA website, and has/have also satisfied himself / herself / themselves of the particulars and disclosures, including the following:

- (i) Nature of the right, title and interest of the Promoter to the said Project Land/Project and the development of the Project Land/Project and the encumbrances thereon, if any;
- (ii) The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Project, and the floor plan of the said Flat;
- (iii) Particulars of fixtures, fittings and specifications proposed to be provided in the said Flat;
- (iv) FSI utilized and/or to be utilized in the Project;
- (v) The Approvals to be obtained, in relation to the Project;
- (vi) Nature of responsibilities of the Promoter and Allottee(s) under this Agreement;
- (vii) The various amounts and deposits that are to be paid by the Allottee/s including the Purchase Consideration, Other Charges, taxes, maintenance and outgoings;
- (viii) The nature of the right, title and interest of the Allottee(s) in the said Flat (along-with parking, if applicable) hereby agreed to be created.

EE. The construction of SAYBA SAMRIDDHI on the said Land as more particularly described in **Schedule 1 Part C** and registered with MahaRERA vide registration no. _____. A copy of Registration Certificate is annexed and marked herewith as **ANNEXURE F**.

FF. The Allottee(s) has / have agreed to acquire from the Promoter, Flat/Apartment No. _____ situated on the _____ Habitable Floor of the said Building SAYBA SAMRIDDHI admeasuring about _____ square meters of Carpet Area as per RERA (hereinafter referred to as said "**Flat/Apartment**") and more particularly described in the Schedule written hereunder. The said Flat is shown hatched in RED color on the FLOOR PLAN thereof, hereto annexed as **ANNEXURE D-3** for the consideration and, on the terms and conditions as set out hereinafter. The said Flat is attached with an area admeasuring 2.76 sq. mtrs, in the form of exclusive balcony and/or utility spaces and/or deck etc., (hereinafter referred to as the "**Attached Area to the said Flat**"). The Attached Area to the said Flat, is for exclusive use and occupation by the Allottee(s). The Carpet area of the Flat as per RERA along-with the attached area together shall be referred as the "**Total Usable Area of the Flat**"; The Total Usable Area of the said Flat admeasures about _____ sq.mtrs.

GG. The Allottee(s) has been allotted at no consideration and free of cost _____ number(s) of Car Parking Space(s) in stack form (hereinafter referred to as the said "**Car Parking Space(s)**").

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- HH. The Allottee(s) is/are aware of the fact that the Promoter have entered into or shall be entering into separate agreements with several other Allottee(s) and party(ies) in respect of the other Flats, along with Allotment to use Car Parking Space(s) (if any), in the said Building to be constructed on the said Land.
- II. The Allottee(s) has/have carefully read and understood the contents and meanings of each of the Clauses and recitals of this Agreement, along with all the relevant information furnished by the Promoter and the Allottee(s) has/have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this Agreement.
- JJ. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections of the said Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- KK. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Land and the said Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building shall be granted by the concerned local authority.
- LL. **The project shall be developed in accordance with the disclosures made in this Agreement for Sale however the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.**
- MM. The Parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.

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

1. THE RECITALS FORM PART OF THE AGREEMENT:

The Parties hereby agree and confirm that all the recitals of this Agreement form an integral part of this Agreement and shall be read accordingly.

2. DEFINITIONS AND INTERPRETATIONS:

In this Agreement, the following expressions used herein shall have the following meaning:

- 2.1 **“Apartment/Flat”** shall mean Flat No. _____ situated on ____ **Habitable Floor** of the said Building known as **SAYBA SAMRIDDHI**. **The said Apartment/Flat is hatched in red colour on the Floor Plan being ANNEXURE D-3 hereto;**
- 2.2 **“Attached Area”** to the said Flat or **“Independent Area”** means the areas which is within or attached to Flat and is being allotted to the Allottee(s) of the Flat for his/her/their

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exclusive use of that Flat to the exclusion of other Flat users and shall include area of exclusive balcony, or utility spaces or deck;

2.3 **“Building”** shall mean **SAYBA SAMRIDDHI** being constructed on the said Land which comprises of Flats;

2.4 **Building Common Areas And Building Common Facilities:** The Building Common Areas and Building Common Facilities shall mean such areas for the general use, convenience, and benefit of all Flat owners of the said Building (except Car Parking Space(s), attached areas or independent areas, and utility areas) and shall include.

- (a) Stilts;
- (b) Staircases;
- (c) Lift, lobby and lift shafts;
- (d) Terraces which is accessed from the common passage at any floor, but excluding terrace which are married or conjugal to a specific Flat and as such is allotted specifically to any Flat;
- (e) Refuge Floor Areas situated at 8th and 15th habitable floors;
- (f) Common Passages on the ground floor and each of the floor of the Building;
- (g) Landing in front of stairs on each of the floor on which the particular Flat is located, as a mere access to the Flat but not for the purpose of storage, recreation, residence or sleeping. The landing is limited for the use of occupiers of the Flats on that particular floor and the visitors thereto but is subject to means of access for reaching other floors, available to all residents and their visitors;
- (h) Society Office for the said Building (if provided);
- (i) Gymnasium (if provided)
- (j) Security Cabin for the said building (if provided);
- (k) R.C.C. underground and overhead tanks with two pumps of approved capacity and make;
- (l) Water, Electric, sewerage, drainage, firefighting systems and works and other utility and services and the like provided within the said Building, Plumbing shafts, lift shafts and Electrical shafts with their Air circulating systems;
- (m) Compound lights or street lights;
- (n) Generator installed for common areas & services for the said Building (if any);
- (o) The installation of central services such as electricity, water, tanks/pumps, motors, ducts & in general, all apparatus and all installation fittings and fixtures which may be provided for common use;

- (p) All other parts of the said Building Land necessary or convenient to its existence, maintenance and safety or normally in common use.
 - (q) Common Toilet (if provided)
 - (r) Amenities located on the terrace area or the ground level (if provided);
- 2.5 **“Carpet Area”** of the said Flat shall mean _____ sq. mts. of carpet area which means the net usable floor area of a 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 measured as per RERA;
- 2.6 **“Car Parking Space”** shall mean an enclosed or covered which is sufficient in size to park mid-size Light Motor Vehicle and may be under the stilt or in the Pit(s). The Car Parking Space would be space to park car in Mechanical/Robotic car parking systems or Car Parking deck/stack system;
- 2.7 **“Compulsory Open Space”** means the minimum open space approved to be kept for construction of Building(s) by the Planning Authority under DCPR 2034 or under any Law;
- 2.8 **“Common Organization”** shall mean **Chembur Nishant** Co-operative Housing Society Ltd. and shall include both the 36 existing Members and New Allottee(s)/members who purchased Flats/units/Premises from the Promoter;
- 2.9 **“Completion Date of various Amenities of the Layout”** to be provided under this Agreement shall be as per **Schedule 2 Part C**. The aforesaid Completion date(s) in respect of each of the Amenity shall be extended as permissible under this Agreement including for reason of Force majeure;
- 2.10 **“Common Areas and Common facilities”** in respect of the Land means the areas, amenities and facilities intended for common use of Flat and unit owners in the said Land (excluding Car Parking Space(s) or garages) and includes:
- (a) Water, Electric, sewerage, drainage, firefighting systems and works and other utility and services and the like provided within the said Land;
 - (b) Street lights;
 - (c) Path, Pathways, alleyways, Driveways;
 - (d) Security office (if provided);
 - (e) Gate, boundary walls or fencing (if provided);
 - (f) The said Land Underground and/or overhead water tanks.
- 2.11 **“Dates on which use of Car Parking Space(s)”** shall be made available to Allottee(s), shall be as per **Schedule 2 Part G** and shall be extended as permissible under this Agreement including for reason of Force Majeure;
- 2.12 **“Force Majeure”** shall have the meaning as set out in clause 33 herein;

- 2.13 **“FSI”** shall mean Floor Space Index and includes FSI, FAR, DR Fungible FSI, floating FSI, Heritage FSI, incentive FSI, pro-rata FSI, VP Quota or any other form of FSI as may be permissible under the Development Control Regulations and/or any other acts as may be applicable from time to time;
- 2.14 **“Land Owner”** is Maharashtra Housing & Area Development Authority (MHADA);
- 2.15 **“Maintenance Charges”** shall mean such contribution and or compensation (Excluding Municipal Taxes or any other taxes (direct or indirect) (present or future) (prospective or retrospective) as may be decided by the Promoter (if the maintenance is not handed over to Common Organization) or Common Organization (as defined in the Agreement) from time to time for the maintenance of the said Building and the said Land to be paid in advance in accordance with the terms of this Agreement;
- 2.16 **“Municipal Corporation”** or Local Authority shall mean Municipal Corporation of Greater Mumbai;
- 2.17 **“Planning Authority”** means the Authority which sanctions the Layout Plan and Building Plan i.e. Maharashtra Housing & Area Development Authority (MHADA) or Municipal Corporation of Greater Mumbai (MCGM);
- 2.18 **“Possession Date of the said Flat”** shall mean the date on which intimation to take possession of the said Flat is given to Allottee(s) by the Promoter i.e. 30th June, 2027 or such extended date as permissible under this Agreement including for reasons of force majeure or for reasons beyond the control of the Promoter or event of default of the Allottee;
- 2.19 **“Real Estate Project”** registered under RERA shall mean SAYBA SAMRIDDHI registered vide registration no _____ with RERA Authority;
- 2.20 **“Reasons Beyond the control of the Promoter”** means:
- (i) Explosions or accidents, air crashes, act of terrorism;
 - (ii) Strikes or lock outs, industrial disputes;
 - (iii) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters, or other intermediaries or due to any reason whatsoever;
 - (iv) If any competent authority(ies) refuses, delays (including administrative delays), withholds, denies the grant of necessary approvals for the said Building/s or;
 - (v) The promulgator of or amendment in any law, rule or regulation made or issued by the Government or any other authority which would affect the development or;
- 2.21 **“Structural defects”** means actual physical damage/ defects to the designated load-bearing elements of the building, flat or unit like faults, breakage or cracks, appearing

over time in elements such as load bearing columns, walls, slabs, beams etc. which can affect the strength and stability of the Flat or the building and shall include any of the following, namely:- (i) defects due to design attributes of reinforced cement concrete (RCC) or structural mild steel (MS) elements of an engineered (structurally designed) building structure; (ii) defects due to faulty or bad workmanship of RCC or MS work; (iii) defects due to materials used in such RCC or MS work; (iv) major cracks in masonry work that are induced as result of failures of RCC or MS work; (v) any defect which is established to have occurred on account of negligence, use of inferior materials or non-adherence to the regulatory codes of practice by the promoter. The promoter shall not be liable for any such structural/ architectural defect induced by the allottee, by means of carrying out structural or architectural changes from the original specifications/ design. Structural defects shall not include plastering hairline crack or minor cracks due to normal wear & tear and third- party warranty on products/services shall be governed by the terms and conditions provided by the manufacturer/service provider of the respective products/services;

2.22 **“Taxes on Sale or Transfer of Flat”** shall mean any tax cess or duty payable by the Allottee(s) by way of GST, Sales tax, Labour Welfare Cess, TDS, contract sales tax, works contract tax, stamp duty etc levied on Sale or Transfer of Flat;

2.23 **“Taxes levied by Local Authority or Planning Authority”** shall mean any tax, premium, cess, duties or charges payable to Planning Authority or Local Authority in respect of said Building or said Land or said Flat, including but not limited to development charges, betterment charges, Assessment tax, water tax, sewerage tax, extra sewerage charges/tax education cess, etc or any other taxes that may be introduced by the government in pursuance of a new law, policy, order, statute.

3. RULES FOR INTERPRETATION

In this Agreement where the context admits, all references in this Agreement to statutory provisions shall be construed as meaning and including references to: -

- (i) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- (ii) All statutory instruments or orders made pursuant to a statutory provision; and
- (iii) Any statutory provisions of which these statutory provisions are a consolidation, re- enactment or modification;
- (iv) Words denoting the singular shall include the plural and words denoting any gender shall include all genders;
- (v) Headings to clauses, sub-clauses and paragraphs are for information and convenience only;

- (vi) Any reference to the words “hereof”, “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein;
- (vii) He means he, she, they or it(as may be appropriate);
- (viii) The words “include” and “including” are to be construed without limitation;
- (ix) “*” indicates that the said phrase or facility is applicable, only if provided.

4. SALE AND PURCHASE OF FLAT AND PAYMENT OF PURCHASE CONSIDERATION

- 4.1 Upon satisfaction of the title of the Promoter, the Allottee(s) is/are desirous of purchasing and acquiring from the Promoter, on what is commonly known as ‘ownership basis’, an Flat bearing No. _____ on the _____ **Habitable Floor** of the said Building known as **SAYBA SAMRIDDHI** having RERA Carpet area of _____ sq. mtrs. (hereinafter referred to as “**the said Flat**”) for the Purchase Consideration and on the terms and conditions herein contained together with use and exclusive possession of said Attached Area to the said Flat. The Attached Area to the said Flat shall admeasure _____ sq. mtrs. The Total Usable Area of the said Flat admeasures about ____ sq.mtrs. The Allottee(s) is fully aware that the plan of the said Flat that he/she/they wishes to purchase is a proposed plan of a Flat. The said Flat is shown hatched in red colour on the floor plan thereof hereto annexed as **ANNEXURE D-3**.
- 4.2 The Promoter, having agreed to sell and the Allottee(s) having agreed to purchase the said Flat, the Allottee(s) shall pay to the Promoter an aggregate sum of _____/- (**Rupees** _____ **only**) being the total Purchase Consideration (hereinafter referred to as the “**Purchase Consideration/Agreement Value**”) which is aggregate of the Purchase Consideration for the said Flat calculated only on the basis of the RERA Carpet Area of the said Flat. The Purchase Consideration is excluding taxes on sale or transfer of Flat, maintenance and other charges. It is clarified that the amount of Purchase Consideration agreed by the parties herein is only in respect of RERA Carpet Area of the said Flat. The Purchase Consideration shall be payable by the Allottee(s) to the Promoter in the manner more particularly set-out in **Schedule 3 Part A** hereto.
- 4.3 The Allottee(s) agrees that while deciding rate and / or price paid /payable, benefit, if any, in respect of GST and /or its credit has been considered and taken into account and no further benefit or discount or adjustment in price, can arise on account of GST or any change of law or policy pertaining to GST.
- 4.4 The Allottee(s) agrees to make timely payments of purchase consideration and any other amounts payable under this Agreement, to the Promoter, in the manner more particularly set out in Schedule 3 Part A hereto and as and when the same are due

Promoter

Allottee(s)

and payable, time being the essence of the contract. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee.

- 4.5 The Allottee(s) agrees to pay to the Promoter interest as specified in RERA, 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 first became payable till the actual realization of the delayed payments to the Promoter.
- 4.6 The Promoter herein has specifically informed the Allottee(s) and the Allottee(s) hereby agree, confirm and undertake that irrespective of any disputes arising under this Agreement, which may arise between the Promoter and the Allottee(s), the Allottee(s) shall punctually pay all amounts payable towards Purchase Consideration along with all taxes payable on sale or transfer of the said Flat as and when the same is demanded by the Promoter and shall not withhold the same for any reason whatsoever. The Allottee(s) agrees that the Purchase Consideration, taxes on sale and transfer of said Flat, tax levied by Local Authority or Planning Authority, maintenance charges, outgoings and any other amount payable under this Agreement by the Allottee(s) to the Promoter are required to be paid on respective due dates time being as of the essence of the contract and any default by the Allottee(s) in this regard shall entitle the Promoter to terminate this Agreement and refund the amount or amounts paid by the Allottee(s) to the Promoter towards Purchase Consideration after deducting mutually agreed liquidated damages or to enforce default remedies as set out in this Agreement.
- 4.7 The Allottee(s) has paid on or before execution of this Agreement a sum of **Rs. _____/- (Rupees _____ only)** as advance payment or application money and hereby agrees to pay to the Promoter the balance amount of **Rs. _____/- (Rupees _____ only)** in the manner more particularly set out in **Schedule 3 Part A** hereto, time being the essence of the contract.
- 4.8 It is agreed that if in any discussion or negotiations or any time hereafter, words “**Saleable Area**” or “**Chargeable Area**” are used, they are just to indicate the area which is used as traditional practice in the traditional market. Irrespective of above, it is always understood and agreed by and between the parties that the consideration agreed between the parties is always and only in respect of RERA carpet area of the said Flat.
- 4.9 The Allottee(s) shall measure the final carpet area that has been allotted to the Allottee(s) after the construction of the building is complete and the Occupation Certificate is granted by the Local Authority, and shall notify to the Promoter details of the changes, if any, in the carpet area, subject to a variation cap of 3% within 15

Promoter

Allottee(s)

days of Intimation of Possession. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter.

- 4.10 If there is any reduction in the carpet area beyond the defined limit under clause 4.9 hereinabove then the Promoter shall refund the excess money paid by Allottee(s) within **45** (Forty-Five) days with annual interest at the rate specified in the rules, from the date such excess amount was paid by the Allottee. All these monetary adjustments shall be made at the rate per square meter as agreed in **Clause 4.2** of this Agreement. Alternatively, if the Carpet Area is found to be in excess of the area agreed to be provided to the Purchaser to the extent of 3 %, then Purchaser shall be liable to pay for the additional Carpet Area at the same rate at which the Flat is being acquired. The Promoter shall intimate for any additional carpet area before the Allottee(s) takes possession, and the Allottee(s) shall make the full payment for such additional area before taking possession of the said Flat. If there is variation of more than 3% of the carpet area on either sides, the Allottee(s) may exercise the option of terminating the said Agreement, in which case the Promoter shall refund the amounts paid by the Allottee(s) with interest as prescribed under RERA. This option may be exercised within a period of 30 (thirty) days from the date of such intimation by the Promoter.
- 4.11 It is agreed by the Allottee(s) that where ever the payment is on the basis of achieving certain milestones of work, then the letter from the Promoter, stating that Architect of the Project has certified that the particular milestone is achieved by the Promoter, shall be sufficient for the amount to become due and payable from the Allottee(s) to the Promoter. The Allottee(s) shall not be entitled to demand any other proof of the milestone being achieved or cannot delay the payment of the amount due, for any reason whatsoever.
- 4.12 The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee(s) by discounting such early payments at a rate or an amount fixed by the Promoter at its sole discretion, for the respective instalment that has been prematurely paid. The provision for allowing rebate and the rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 4.13 The Allottee(s) agrees that the Promoter shall demand payments towards the completion of milestones in the order of their occurrence/completion. The aforesaid schedule may or may not be followed in a sequence and the demands towards payments of either of the milestones shall be raised upon the Allottee(s) as and when the respective milestone is completed. The Promoter shall be entitled to construct the said Building faster and complete it earlier than the stipulated delivery timeline.

- 4.14 The Allottee(s) shall make payment towards the booking amount/ Purchase Consideration amount(s) along-with other charges into the RERA Designated Collection Bank Account, bearing No **99660200002317** with **Bank of Baroda**, Mumbai having IFSC Code **BARB0DBKURL**. Seventy percent (70%) of the funds deposited in the RERA Designated Collection Bank Account of the Project shall be auto-transferred by way of auto-sweep facility into the RERA Designated Separate Account of the Project which shall be maintained separately by the Promoter to cover the costs of construction and costs of Land as provided under RERA. The Promoter has opened the RERA Designated Separate Bank account which is bearing No **99660200002318** with **Bank of Baroda**, Mumbai having IFSC Code **BARB0DBKURL**. Whereas Thirty Percent amounts received in the RERA Designated Collection Bank Account of the Project shall be auto- transferred in the said RERA Designated Transaction Bank Account bearing No **99660200002319** with **Bank of Baroda**, Mumbai having IFSC Code **BARB0DBKURL** for meeting other expenses (other than those directly related to the land costs and construction/development costs of the project). The Allottee(s) shall make payment towards the GST in a separate account opened by the Promoter designated for collection of taxes in bank account bearing no. _____ with _____, Mumbai having IFSC Code _____.
- 4.15 It is further agreed that the Promoter shall be entitled to obtain Part Occupation Certificate (OC) for any Flat or any floor or any part of the said Building as may be completed and such Flat or the floor or such area for which OC is obtained shall be offered for possession to the respective Allottee(s) of such Flat. On obtaining occupation certificate for such Flat or floor or area the Promoter shall be entitled to withdraw the balance amount lying in aforesaid separate account (if any) with respect to such Flats for which occupation is obtained.
- 4.16 It is agreed by the Allottee(s) that the Promoter shall be entitled to obtain Occupation Certificate(OC) for any Flat or any floor or any part of the said Building(s) as may be completed and if the Flat of Allottee(s) is the one for which such partial OC is obtained, then Allottee(s) shall pay full Purchase Consideration of the said Flat irrespective of the payment schedule mentioned in **Schedule 3 Part A** as per this Agreement and irrespective of the work of entire building is not completed.
- 4.17 Any escalations/increases, due to increase of taxes levied by Local Authority or Planning Authority shall be payable by Allottee(s) in addition to Purchase Consideration. The Promoter agrees that while raising a demand on the Allottee(s) for increase in taxes levied by Local Authority or Planning Authority, the Promoter shall enclose the said notification/order/rule/regulation published/issued in that

Promoter

Allottee(s)

behalf to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

- 4.18 Any tax on sale or transfer of said Flat arising out of transaction as contemplated herein shall be borne and paid by Allottee(s). Such payment can be paid by Allottee(s) directly to such statutory Authority or shall be paid to the Promoter within Seven (7) days of demand raised by the Promoter.
- 4.19 The Allottee(s) have agreed that the amounts paid or becoming payable to the Promoter by the Allottee(s) under this Agreement shall be refundable only in accordance with the terms of this Agreement and shall not in any event carry interest except as expressly provided under this Agreement.
- 4.20 The Promoter shall not be liable to render any account to the Allottee(s), for any amount received by the Promoter except for those amounts for which MOFA or RERA requires rendering account to the Common Organization as the case may be.
- 4.21 Any payments by the Allottee(s) shall first be adjusted towards interest payable, taxes and then any other due from the Allottee(s) and the balance, if any, shall be adjusted against the payment which is due against the Purchase Consideration. The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by the Allottee(s) under any head(s)/accounts and in any order as the Promoter may deem fit and proper against any outstanding dues of the Allottee(s) under this Agreement.
- 4.22 In the event that any of the cheques given by the Allottee(s) to the Promoter towards any instalment of the Purchase Consideration, or taxes or outgoings and any other dues payable to the Promoter, is dishonoured due to any reason or the cheque is returned unpaid or is dishonoured, then it will be an event of default by an Allottee(s).
- 4.23 After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Flat.

5. DECLARATION OF SOURCE OF PAYMENTS

- 5.1 The Allottee(s) declares and confirms that all the payments under this Agreement made by Allottee(s) shall always be from the bank account of the Allottee(s)/Joint Allottee(s) only. In the event of any payment being made by the Allottee(s), from any other persons account (excluding Joint Allottee(s)) then the same shall be deemed to have been made by such other person at the request and behest of the Allottee(s)/Joint Allottee(s). It is agreed between the parties hereto that any payment made by any person other than the Allottee(s) will not create any right, title or interest in the said Flat in favour of such other person.

Promoter

Allottee(s)

- 5.2 The Promoter herein has specifically informed the Allottee(s) that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee(s) to the Promoter, the Allottee(s) shall be liable to provide the source of the amount paid by the Allottee(s) to the satisfaction of such authorities or an agency. The Allottee(s) hereby indemnifies the Promoter and continue to keep the Promoter indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authorities for any amount paid by the Allottee(s) either from his/her/their own account or made through thirdparty.
- 5.3 In the event the Allottee(s) fails to provide satisfactory reply to the statutory or government authority or agency or revenue authorities or any other authorities or a court, and the Promoter suffers any liabilities or damages or charges or penalties due to the Allottee(s) failure to satisfy the authority/court on the source of the payment, then the same shall be considered as an event of default and the Promoter shall be entitled to terminate this Agreement at the option of the Promoter and the Promoter shall refund any amounts subject to adjustment and recovery of mutually agreed liquidated damages and/or any other amount which may be payable to Promoter by the Allottee(s) or any other amount of non-refundable nature, to the Allottee(s) or Statutory Authority as the case may be subject to directions passed in any order passed by any of the statutory authorities or agency .
- 5.4 It is expressly agreed that upon such termination by the Promoter, the Allottee(s) shall have no right, title, interest, demand, claim or lien over the said Flat and the Car Parking Space(s) (if any allotted) in any manner whatsoever.

6. ALLOTTEE(S) FINANCING CONTINGENCY

- 6.1 The Allottee(s) may obtain finance from any financial institution/bank or any other source but the Allottee(s)'s obligation to purchase the said Flat pursuant to this Agreement or the Allottee(s)'s obligation to make payments as per the terms of this Agreement shall not be contingent on the Allottee(s) ability or competency to obtain such financing and the Allottee(s) will remain bound under this Agreement whether or not he/she/they has/have been able to obtain finance for the purchase of the said Flat or any reason whatsoever. The Allottee(s) hereby agrees that he/she/they shall not be absolved from his/her/its liabilities and obligations under this Agreement in case bank/financial institute does not sanction loan or delays in sanctioning loan or delay in disbursements for any reasons whatsoever. Further, in the event that the Allottee(s) obtains a loan after execution of this Agreement against the security of the said Flat, then it shall be solely the Allottee(s) responsibility to satisfy any

charge/lien in respect of the said Flat and the Promoter shall not be liable in any form or manner whatsoever. It is clarified that in the event, the Allottee(s) defaults in its payment obligation to such lender, the rights of such lender shall be subject to the first charge of the Promoter on the said Flat for the entire Purchase Consideration, tax on sale and transfer of said Flat or, maintenance charges, outgoings and all other amounts payable by the Allottee(s) under this Agreement. Further, in the event that this Agreement is cancelled at any time, then the Allottee(s) shall ensure that such lender returns to the Promoter, the original Agreement for Sale, Registration Receipt, Index II and any other documents in respect of the said Flat which may be in their possession.

- 6.2 The Promoter has appointed **Mr. Brij Bhushan Garg** and/or **Mr. Ankit Chandak** as an Authorised Signatory under the Authority letter dated _____ for signing No Objection Certificate (NOC) to be issued to Banks/Financial Institutions/etc, Lien Confirmation Letter, Fit-out Letter and Possession Letter or any other document as required by the Allottee(s). The Promoter shall have right to nominate any other person for the aforesaid purpose and such authority in favour of any other person so nominated by the Promoter shall be certified by either of the Partner of the Promoter from time to time.
- 6.3 The Promoter has further informed the Allottee(s) that any No Objection Certificate (NOC) to be issued to Banks/Financial Institutions/etc, Lien Confirmation Letter, Fit-out Letter and Possession Letter or any other document is signed or executed by a person not authorized by the Authority Letter even if it is issued on the letterhead of the Promoter shall be void ab initio. The Promoter shall not recognize any mortgage or lien or charge created on basis of such letter etc. signed by unauthorized signatories.
- 6.4 Any NOC etc issued in favour of Bank, Financial Institute, NBFC or any other lender shall always be subject to receipt of balance consideration and other amount due to the Promoter under this Agreement. The Promoter shall have first charge and lien on/ over the said Flat for any unpaid consideration as well as any other dues to the Promoter under this Agreement. The said first charge and lien shall be irrespective of any terms and conditions contained in the NOC etc which may be issued by the Promoter to the banks/financial institutions for granting loan against the said Flat to the Allottee(s).

7. FIXTURES AND FITTINGS IN THE FLAT

- 7.1 The said Flat shall contain fittings and fixtures, details of which are given in the **ANNEXURE E-1** hereto. The Allottee(s) accepts that fittings and fixtures as provided in sample Flat/Show Flat are only for show purpose and are not what are proposed to be provided by the Promoter with the Flat. The Allottee(s) has been

Promoter

Allottee(s)

expressly informed that none of the fittings and fixtures displayed in show Flat at site or in the form of any other representation are being provided in the said Flat. The Allottee(s) will be provided in the said Flat, only those fittings and fixtures that are set out in the **ANNEXURE E-1** hereto.

- 7.2 The price range or brands/equivalent brands of the fittings or the fixtures to be provided in the said Building to be provided in the said Flat by the Promoter are as set out in **ANNEXURE E-2**, hereto.
- 7.3 The details of the lifts proposed to be provided with particular brands, or price range (if unbranded) to be provided by the Promoter in the said building and the Flat as are set out in **Schedule 2 Part E** hereto.

8. CAR PARKING SPACE

- 8.1 _____ car parking space(s) in the Robotic / Mechanical /Stack /Car Parking System in the Pit(s)/Stilt.
- 8.2 The Car parking space(s) shall be allotted in Stack No. _____ situated at Pit/Stilt being constructed on the Building Land. Each Car parking System shall consist of 4 level of stack car parking space(s) (hereinafter referred to as the “**Car Parking System**”). Each level of stack car parking space(s) shall admeasure ____sq.mtr having ___ ft. Length x _____Ft. Breath x _____ ft vertical clearance.
- 8.3 The Allottee(s) confirm that no consideration and/or any additional charges or cost has been and/or shall be paid to the Promoter for allotment (if any) of Car Parking Space(s) as per Clause 8;
- 8.4 The Car Parking Space(s) if allotted in the parking system, then the Allottee(s) shall be provided with one Parking pass on yearly basis for each Car Parking Space(s) Allotted in Parking System. Each Parking Pass shall be issued for specific and identified one car. In case of change in identified Car to be parked in the Parking system, the Allottee(s) shall surrender the Old Parking Pass and get a New Parking Pass issued for the new car. Only the cars having the car parking pass shall be allowed to enter into the said Building and said Parking System for parking purpose. The Allottee(s) agrees and confirms that if at any time, allotment of Car Parking Space(s) allotted as permissible under provision of RERA is held to be contrary to provision of MOFA, then in such a case the Car Parking Space(s) shall be construed to be given at a One-time License Fees of Rs. 100/- on an irrevocable license in perpetuity which shall be freely transferable and heritable along with the said Flat and the Allottee(s) shall not dispute the same and claim any compensation, expenses, damages etc. of whatsoever nature in this regard from the Promoter. The Allottee(s) shall not seek specific performance of the said clauses related to allotment of car parking space(s) for any reason whatsoever in the event such allotment of car parking is held to be contrary to law. The Allottee(s) further

Promoter

Allottee(s)

agrees and confirms that all the terms and conditions of this Agreement shall remain valid and subsisting irrespective of the fact that the allotment of Car Parking Space(s) under this Agreement being held in contravention of provisions of MOFA. The Allottee(s) further agrees and confirms that since the Promoter has agreed for allotment of car parking space upon the request of the Allottee(s), is part of common area and specific allotment of Car parking Space (s) by the Promoter as per Clause 8 is made to ensure peaceful and orderly parking arrangement amongst all the Allottee(s).

8.5 The Allottee(s) hereby confirms, warrants and undertakes that the Car Parking Space(s) so allotted to him/her/them are for the purpose of parking of mid-sized Light Motor Vehicle. The Promoter shall not be responsible or liable, in case the Allottee(s)'s car does not fit into the Car Parking Space(s);

8.6 It is agreed by the Allottee(s) that:

(i) The benefits of the use of the said Car Parking Space(s) by the Allottee(s) shall always be attached to the use of the said Flat agreed to be sold herein and that the same cannot be dealt with independently in any manner whatsoever;

(ii) The Allottee(s) undertakes not to sell /transfer/provide on sub license basis or deal with said Car Parking Space(s) without the prior written consent of the Promoter. The Allotment to be granted in respect of such Car Parking Space(s) to the Allottee(s) shall automatically stand cancelled/revoked in the event of cancellation or termination of this Agreement or, surrender, relinquishment, resumption, re-possession etc. of the said Flat under any of the provisions of this Agreement.

8.7 The Allottee(s) is aware that the Promoter has in the like manner allotted the Car Parking Space(s) and shall be allotting other Car Parking Space(s) to several Allottee(s) of the Flats of the Building on the said Land and the Allottee(s) undertakes not to raise any objection in that regard. The Allottee(s) shall not object to and has unconditionally agreed to the Promoter for allotting the balance other Car Parking Space(s) to other Allottee(s) of their respective Flats in the said Building constructed on the said Land.

8.8 The Allottee(s) is aware that the Promoter is constructing / has constructed pit(s) and Stilt for the purpose of providing Car Parking Space(s) within Parking System. The Allottee(s) hereby further warrants and confirms that the Allottee(s) shall not by itself and/or shall cause the Common Organization to alter or change the allocation of Car Parking Space(s) in the manner allocated by the Promoter to the various Allottee(s) of the Flats in the building to be constructed on the said Land.

Promoter

Allottee(s)

- 8.9 It is expressly agreed between the parties that if there is any balance Car Parking Space(s), which are not allotted to any Allottee(s) within the said Land, the Promoter shall be entitled to collect Car Parking Charges from all the visitors of the Allottee(s), and appropriate the same for their own use and benefit.
- 8.10 Any unauthorized usage of Allotted Car Parking Space(s) shall result into termination of agreement and allotment of Car Parking Space(s).
- 8.11 The Promoter has disclosed to the Allottee(s) herein that there is no provision for parking of two-wheeler motor vehicle in the said Project or the car parking system.

9. POSSESSION

9.1 Condition Precedent to Possession of the said Flat:

Under no circumstances, the Allottee(s) shall be entitled to get possession of the said Flat without first paying to the Promoter, all the amounts due under this Agreement, including interest, taxes etc. The Allottee(s) shall also submit requisite certificate of TDS paid and all other charges as mentioned herein due thereon.

9.2 Schedule for Possession of the said Flat:

- (i) The Promoter shall give possession of the Apartment to the Allottee on or before 30th day of June 2027. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest, provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of reasons beyond the control of the Promoter and force majeure more particularly set out in Clause 33 of this Agreement. The Promoter shall give possession of the said Flat to the Allottee(s) on or before the possession date mentioned in this Agreement on receipt of Part Occupation Certificate/ Occupation Certificate in respect of the said Flat, or such extended date subject to reasons of force majeure or other relevant factors, if any, beyond the control of the Promoter.
- (ii) The Promoter shall give possession of the said Flat to the Allottee(s) on or before the possession date mentioned in this Agreement, unless in the event the Allottee(s) fails to pay the Purchase Consideration as per the payment schedule prescribed in this Agreement, then the Possession Date of the said Flat shall stand extended by such time as the Allottee(s) continues to remain in default;
- (iii) The Promoter shall endeavour to handover Car Parking Space(s) to the Allottee(s) (if allotted/licensed) for use of Allottee(s) as per the dates

mentioned in **Schedule 2 Part G**. It is agreed between the parties that on the date on which Possession of Flat is being handed over to Allottee(s), the Parking Space(s) that are allotted to Allottee(s) may not be ready or fit for use. The Allottee(s) shall not raise any objection or refuse to take possession of the Flat due to non-availability of Car Parking Space(s). The Promoter shall intimate the Allottee(s) about the car parking space(s) being ready for use. The maintenance charges and local taxes applicable and allotted to such Car Parking Space(s) shall be paid by the Allottee(s).

- 9.3 The Promoter has informed to the Allottee(s) that the Common Areas and Common Facilities attached to the said Building, and time schedule of completion for connection of Municipal services such as sewerage, water supply, electricity, drainage and the like as applicable as set out in **Schedule 2 Part B and Schedule 2 Part F** to this Agreement respectively.
- 9.4 The Promoter has informed the Allottee(s) of the time schedule of completion of Amenities proposed to be provided in the said Land, and which is given as **Schedule 2 Part A** to this Agreement. The Promoter shall be entitled to change the same for reasons of force majeure or reasons beyond the control of the Promoter.
- 9.5 Procedure for taking Possession:
- (i) The Promoter upon obtaining certificate for occupation and use from the Planning authority(ies) shall intimate and offer in writing to the Allottee(s) to take over, occupy and use the said Flat and pay balance purchase consideration amount or any other amount due and payable under this Agreement within (15) Fifteen days from the date of issue of such offer and the Promoter shall handover possession of the said Flat to the Allottee(s) for his/her/their occupation and use subject to the Allottee(s) having complied with all the terms and conditions of this Agreement and is not in default under any of the provisions of this Agreement and has complied with all provisions, formalities, documentation etc. as may be prescribed by the Promoter in this regard.
 - (ii) The Promoter may agree to permit, (subject to the Allottee(s) having fulfilled all its obligations under this Agreement, and having paid full Purchase Consideration amount, along with tax on sales and transfer of the said Flat, outgoings and anyother amount payable including TDS certificates) entry to the Allottee(s) to the said Flat for carrying out interior works if such entry is desired by the Allottee(s) prior to the Possession Date upon execution of a suitable Indemnity Bond as required by the Promoter. However, such permission shall not be construed as or in no way entitle the Allottee(s) to have any right, interest or title of any nature whatsoever in respect of the said Flat. During this period the Allottee(s) undertakes to ensure that its interior

Promoter

Allottee(s)

work would supplement efforts of the Promoter to obtain necessary approvals for the occupation and use of the said Flat from the concerned authorities. The Allottee(s) undertakes not to cause any damage to the said Building while carrying out the interior works of the said Flat and in the event any such damage is caused, the Allottee(s) agrees to reimburse the Promoter the costs of rectification thereof. The Allottee(s) further agrees to pay to the Promoter Security Deposit to be adjusted towards the actual cost of electricity, water, debris removal and other direct expenses incurred by the Promoter on account of the Allottee(s) during the period of interior works being done by the Allottee(s). The security deposit amount shall be determined by the the Promoter at its own discretion. Notwithstanding anything contained elsewhere in this Agreement, it is expressly understood and agreed between the Parties that any charges or payments payable in respect of the said Flat shall continue unabated irrespective of whether the permission for carrying out interior works of the said Flat is granted or not granted by the Promoter.

- (iii) The Allottee(s) also agrees to point out in writing any defects in construction (other than Structural Defects) within 15 days of the possession. If the Allottee(s) points out in writing any defect in construction (other than Structural Defects), then such defect shall be rectified by the Promoter. In case of leakage from wall due to monsoon, same shall be rectified by the Promoter within two months of the completion of first monsoon after the date of Possession. The Promoter shall not be responsible for leakage due to monsoon after completion of first monsoon from the date of possession.
- (iv) **If within a period of five years** from the date of handing over the Flat to the Allottee(s), the Allottee(s) brings to the notice of the Promoter any Structural Defect in the Flat or the said Building in which the said Flat is situated, (normal wear and tear, structural and other deformations including expansion quotient and Work such as painting, which is subject to wear and tear is exempted) then, such defect shall be rectified by the Promoter at /her/their own cost. However, the defects should not be as the result of any commission or omission of the Allottee(s), any damage caused due to the acts of God or natural calamities or fire accidents, or any wilful or accidental damage or any damage caused due to tampering by the Allottee(s). It is further agreed between the Parties that, before any liability of defect is claimed by or on behalf of the Allottee, the parties shall jointly appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to determine the defect (if any). The cost for appointment of such a Joint Surveyor shall be borne and paid by both the parties equally. The Allottee(s) shall maintain the said Flat and the

Building in a proper manner and take all due care needed including but not limited to the joints in the tiles in the said Flat are regularly filled with white cement/epoxy to prevent water seepage, etc;

- (v) It is further agreed between the parties that, further where the manufacturer's warranty on any product/amenity provided in the said Flat/ Project or Car Parking Slot/s (if any) ends before the defects liability period and such warranties are covered under the maintenance of the said Flat / Project, the Promoter shall not be liable for the defects therein. The Allottee(s) or the Common Organization shall ensure that annual maintenance contracts are done/renewed from time to time.
- (vi) The Project as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Flat and the Project Amenities wherever applicable. The Allottee(s) shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Promoter;
- (vii) The Allottee(s) shall be liable to pay electrical bills raised by Power Supply Company, taxes and cesses like property tax, water charges and any other charges etc. and bills in respect of all other services raised by the service provider and maintenance charges, etc from the date of receipt of intimation from the Promoter that the said Flat is ready for occupation by the Allottee(s);

9.6 Failure of the Allottee(s) to take Possession:

- (i) Upon receiving a written intimation from the Promoter as indicated above, the Allottee(s) shall within 15 days of receipt of such letter or within the time stipulated by the Promoter in the letter, take over possession of the said Flat from the Promoter, after payment by the Allottee(s) of all the dues under this Agreement failing which, the Promoter shall have the option to cancel this Agreement and avail the remedies as stipulated in this Agreement. The Promoter may, without prejudice to its rights under this Agreement and at their sole discretion, decide to condone the delay by the Allottee(s) in taking over the said Flat in the manner as stated in this Clause. Further the Allottee(s) agrees that in the event of his/her/their failure to take possession of the said Flat within the time stipulated by the Promoter in its notice and the Promoter has condoned the delay and the Allottee(s) takes the possession at later date, then he/ she/they shall be deemed to have been fully satisfied in all respects

Promoter

Allottee(s)

concerning construction, specifications and all other work relating to the said Flat/said Building;

- (ii) Even if the Allottee(s) fail to take possession within the time stipulated by the Promoter, the Allottee(s) shall be liable to pay maintenance charges, outgoing charges, taxes etc as applicable from the date on which occupation certificate was obtained.

9.7 Failure to Deliver Possession by the Promoter:

- (i) If the Promoter fails to abide by the time schedule for handing over the Flat to the Allottee(s), the Promoter agrees to pay to the Allottee(s), who does not intend to withdraw from the Project, interest as specified in the RERA, on all the amounts paid by the Allottee(s), for every month of delay, till the time of hand over of the possession of the said Flat to the Allottee(s);
- (ii) If the Promoter is unable or fails to give possession of the said Flat to the Allottee(s) within 12 months from the Possession Date then either in accordance with terms and conditions of this Agreement or as may be mutually agreed upon by and between the parties, the Allottee(s) may, by a notice in writing, terminate this Agreement within 90 days from such date and in such event, the Allottee(s) shall execute and register deed of cancellation of the Agreement for Sale, thereafter the Promoter shall within 90 (Ninety) days of such notice, refund to the Allottee(s) the Purchase consideration amounts received from him/her/them together with interest as specified under RERA from the date of receipt of the notice of termination till actual realisation. The Promoter shall be entitled to sell and dispose of the said Flat to any other person(s) of their choice, after receipt of such notice of terminating the Agreement, for the purpose of effecting the refund of the amount due to the Allottee(s). On receiving the refund amounts subject to deductions from the Promoter the Allottee(s) shall not have any claim whatsoever against the said Flat and the car parking space(s) (if allotted/licensed) in the building and shall have no claim whatsoever against the Promoter in respect of this transaction.

9.8 Delay Due to Reasons Beyond the Control of the Promoter:

- (i) Subject to provision pertaining to Force Majeure contained in this Agreement, if the completion of the said Building is delayed by any reason beyond the control of the Promoter, the Allottee(s) agrees that the time for delivery of the possession of the said Flat shall be deemed to be extended due to reason of force majeure or reasons beyond the control of the Promoter. The Promoter as a result of such contingency arising reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances beyond the control of the

Promoter so warrant, the Promoter may suspend the Real Estate Project for such period as it may consider expedient and the Allottee(s) agrees not to claim interest or compensation/damages of any nature whatsoever, during the period of suspension of the Real Estate Project;

- (ii) The Allottee(s) agree that in case the Promoter is unable to deliver the Flat/Unit for his/her/their occupation and use, due to force majeure, then in that event the Promoter may cancel this Agreement, in which case the Promoter, shall only be liable to refund the purchase consideration received from the Allottee(s) towards the said Flat.

10. STAMPDUTY AND REGISTRATION, ON SALE OR TRANSFER OF FLAT

Stamp Duty and Registration charges on this Agreement shall be borne and paid by the Allottee(s);

11. JOINT ALLOTTEE(S)

- 11.1 The Allottee(s) declares and affirms that in case of joint purchase, their liabilities and obligations would be joint and several. The failure to pay by anyone shall be deemed as failure to pay by all Allottee(s) and all the Allottee(s) shall be treated as one single person for the purpose of this Agreement and all Joint purchasers/ Allottee(s) shall be liable for the consequence jointly as well as severally.

- 11.2 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/it which shall for all purposes be considered as served upon all the Allottee(s).

12. DEPOSITS AND CHARGES TO BE PAID BY ALLOTTEE(S)

- 12.1 Notwithstanding what is provided in **Clause No. 4** above, the Allottee(s) shall, on intimation of receipt of Occupation Certificate of the said Flat, pay to the Promoter amounts other than the purchase consideration by way of Deposits or charges which are more particularly set out in **Schedule 3 Part B**.

- 12.2 The Promoter shall make payment of Deposits and Charges for Supply of Water, Sewerage and Storm water disposal connections (services deposit and charges). At the time of taking possession of the said Flat, the Allottee(s) shall reimburse and pay to the Promoter such amount as they in turn might have paid to the services and the utility provider for services to be provided to the said Flat/ the said Land. The Allottee(s) shall also reimburse and pay to the Promoter cost, charges and deposits in respect of electric meters and water meter to be fitted for the said Flat.

13. PURCHASE OF FLAT BY A NON-RESIDENT

- 13.1 The Non-Resident Allottee(s) agree(s) that in respect of all remittance for acquisition /transfer of the said Flat and any refund, etc. shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or Reserve Bank of

India Act, 1934 and statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. It shall be the sole responsibility of the Allottee(s) who is non-resident / foreign national of Indian origin / foreign national / foreign companies to abide by the same and the Allottee(s) shall provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. The Promoter shall not be liable in any manner for non-compliance by such Allottee(s) of any laws applicable to Non-Resident Indian(s) or PIO's or foreign national(s) who are resident in India or foreign companies as the case may be. The Allottee(s) understands and agrees that in the event of any failure on his/ her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she/ they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 13.2 The Promoter accepts no responsibility in regard to matters specified in **para 13.1** above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/ allotment of the said Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

14. **PAYMENTS OF MUNICIPAL AND LOCAL BODY TAXES, MAINTENANCE CHARGES AND OUTGOINGS TO BE MADE BY THE ALLOTTEE(S)**

14.1 Payment of Municipal Taxes:

- (i) The Allottee(s) shall pay his/her/their share of property tax, water tax, sewage tax, and all other taxes/charges and cess levied by Municipal Corporation / Local Authority in the Property tax bill and as assessed from time to time after intimation of Possession. If any special taxes and/or rates are demanded by Municipal Corporation or any other authority, the Allottee(s) alone shall bear and pay such special taxes and rates. Provided further in the event any bill is addressed and/or sent by the Municipal Corporation to the Promoter after the date when the Allottee(s) is required to pay the same then in that event Allottee(s) shall pay the same to the Promoter within Seven (7) days from the date of intimation given by the Promoter to the Allottee(s), so as to enable the Promoter to pay the same to the Municipal Corporation. The Allottee(s) shall

also bear and pay pro-rata share in the non agricultural tax, or any other tax, charges or levies, levied in respect of the said Land;

- (ii) The Allottee(s) confirms and agrees that all sums, levies, deposits, amounts, cess, duties, rent, premium and/or assignments and/or charges of any nature whatsoever (present or future), including, local body tax, labour welfare cess, fire cess, imposed levied or recovered by Municipal Corporation or Planning Authority or by any other Concerned Authorities as per the laws in force today or those that may become enforceable and payable at any time in future (Prospective or Retrospective) as are or may be applicable and/or payable hereunder or in respect of the said Flat or otherwise shall be solely and exclusively borne and paid by the Allottee(s) and shall be exclusive of and in addition to the Purchase Consideration, and the Deposits and Charges, shall be borne and paid by the Allottee(s) only if the same is generated after the receipt of Occupation certificate by the Promoter;
- (iii) The Allottee(s) hereby agrees that in the event of any amount by way of premium or security deposit is payable to the Municipal Corporation or to the Planning Authority or to the State Government or betterment charges or development tax or security deposit is payable for the purpose of water connection, drainage connection and electricity connection or any other tax, premium or deposit or payment of a similar nature becoming payable by the Promoter, in respect of the said Building or said Land then, the same shall be paid by the Allottee(s) to the Promoter in proportion to the area of the said Flat to the total area of all the Flats and in determining such amount the discretion of the Promoter shall be conclusive and binding upon the Allottee(s). It is agreed that the betterment charges referred hereinabove shall mean and include pro-rata charges which the Allottee(s) may be called upon to pay by the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, and access to the said Land, drainage, lay out and all other facilities including providing for any transport facilities to the Allottee(s) of Flats in the said Building and maintenance, insurance and replacement from time to time till the charge of the said Land is handed over to such Common Organization as the case may be;
- (iv) The Allottee(s) acknowledges that the Purchase Consideration of said Flat mentioned herein doesn't include the charges, taxes, levies, cess referred in foregoing clause specifically and the Promoter shall not contribute any amount towards any of the aforesaid costs, charges and expenses and outgoings;
- (v) In the event the Promoter makes any payment, on behalf of the Allottee(s), of such amounts, levy, taxes, charges, duties, that are payable by the Allottee(s)

Promoter

Allottee(s)

to Municipal Corporation, Planning Authority, statutory authority or payable by Allottee(s) pursuant to a judgement, order or decree of a court, the said amounts, levy, taxes, charges, duties shall be reimbursed by the Allottee(s) to the Promoter within 7 days of payment of such amounts by the Promoter. In case of any delay the same is payable along with interest at the rate of 24% per annum.

14.2 Contribution towards Maintenance Charges and/or Outgoings:

- (i) The Allottee(s) agrees that the Promoter shall be entitled to collect in advance at the time of handing over of the possession to the Allottee(s), estimated Maintenance charges (“**Advance Maintenance Charges**”) equal to one year. The Allottee(s) shall be required to pay the Advance Maintenance Charges prior to the possession of the said Flat is being handed over to the Allottee(s).
- (ii) At the time of possession, the provisional Maintenance Charges shall consist of Common Area Maintenance Charges (“**CAM**”), which shall comprise of all amounts required for the maintenance and upkeep of the said Building. The CAM will be collected by the Promoter to the Allottee(s) at the time of taking possession based on estimated workings available on the date of offering of possession of the said Flat. The Promoter shall maintain a separate account and the CAM amount shall be deposited in a separate bank account opened only for the purpose of maintenance expenses of the said Building and/or said Land. The Allottee(s) agrees that the Promoter shall only be entitled to maintain the Project until the entire development on the said land is completed and all amenities and facilities are completed on the said Land. The provisional amounts of CAM as collected above shall be on an estimated basis only, and the actual CAM (if applicable) shall vary as per actuals and the Allottee(s) is liable to contribute the maintenance as per actual amount incurred for maintenance. As on the date of possession and based on the services which are being proposed to be provided for the said Building and the Land, the estimates as indicated in this Agreement or otherwise shall always be revised (Revised Estimates). Until such time as the development of the said Project is completed, the Promoter will be entitled at their discretion, to control the management of the said Building and the said Land and to realize the outgoings and Maintenance Charges. The Maintenance shall be charged on a pro-rata basis. The Allottee(s) shall be liable to pay or reimburse the Promoter in respect of the upkeep and maintenance of the common areas, facilities and amenities of the Project the Allottee(s) shall further be required to pay administrative charges/Service Charge of 10 % of the total cost for upkeep and

maintenance of the common areas, facilities and amenities of the Project by the Promoter. At the time of handing over the said New Building to the Common Organization, the Promoter shall hand over the charge and consolidated Statement of Accounts to Common Organization and shall not render accounts to individual allottees/purchasers or members of the Common Organization. After such handover the Promoter shall not be responsible for the upkeep and maintenance of the New Building/ Project. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

- (iii) The Allottee(s) further agrees that the Promoter shall be entitled to appoint a Facilities Management Company (**FMC**) as per its discretion, and the said FMC shall be entitled to charge and raise the professional fees as decided by the Promoter for rendering the services provided. The Allottee(s) along with the other Allottee(s) shall be entitled to avail the services provided or arranged to be provided by or through the FMC at a cost or charges that may be fixed by the Promoter and/or FMC. All costs, charges and expenses that may be claimed by the Promoter and/or FMC shall be to the account of and borne by the allottee(s) of the Flats in the said Building. These costs shall be shared by all such allottee(s) on pro-rata basis along with all allottee(s) as determined by the Promoter and/or FMC. The Allottee(s) agrees and undertakes to cause the Common Organization to be bound by the rules and regulations that may be framed by the FMC. The Promoter shall have the exclusive right to continue to manage the said Building and/or said Land through the FMC appointed by it till the handover of the building by the Promoter to the Common Organization. The Allottee(s) is aware that the Promoter and/or FMC is not the Service Provider of these services. The Promoter and/or FMC does not warrant or guarantee the use, performance or otherwise of these Services. The parties hereto agree that the Promoter and/or FMC is not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these Services. The Promoter shall have right to terminate and/or replace vendors/service providers in their sole discretion.
- (iv) Any excess lying with the Promoter shall be transferred to the account of the Common Organization upon the said Building/ Project being handed over to the Common Organization.

- (v) The Allottee(s) shall also be obligated to pay a deposit for carrying out the interior works (“**Fit-out Deposit**”), which amount shall be determined by the Promoter. The said Fit-out Deposit shall be refunded at the end of the Fit-out period subject to any deductions for any damages or penalties as levied by the Promoter. In the event of any deductions in the Fit-out Deposit, the Allottee(s) shall be obliged to replenish the expended Fit out deposit amount immediately upon any demand notice issued by the Promoter.
- (vi) Contribution towards Maintenance Charges and/or outgoings shall be on account of the following, *interalia* viz:
- (a) Maintenance, upkeep and repairs in respect of the said Building;
 - (b) The compound and the compound walls, refuge area, common terraces, Car Parking Space(s), gymnasium, outdoor/ indoor amenities, water pumps, electrical installations and fittings, drainage and plumbing installations and fittings, etc. in respect of the said Building;
 - (c) Maintenance, upkeep and repairs in respect of, open space, driveways/pathways, external electrical cables, external water lines, external drainage lines, external storm water drains, street lights, etc provided in the said Land;
 - (d) Cost of keeping the said Building and said Land clean and lighted;
 - (e) Taxes, TDS, imposts, cesses levies, charges etc., levied by Municipal Corporation or by MHADA or by any statutory authorities and premium in respect of the insurance of the said Building, Land revenue, Non-Agriculture Tax, assessments, etc.;
 - (f) Electricity Charges for the electricity used for common areas, water pumps, lifts, and all electrical and electronic equipment and facilities of the said Building including electricity used for mechanical parking Systems provided in the said Building and in the said Land;
 - (g) Salaries and wages of persons employed for maintaining the said Building and said Land;
 - (h) Water and Sewerage charges and taxes etc.;
 - (i) Taxes levied by Local Authority or Planning Authority or any other taxes as applicable.
 - (j) Rent and cost of water meter or electric meters;
 - (k) Cost of water supplied by water tankers;

- (l) All other proportionate outgoings due in respect of the said Building and said Land including those incurred for the benefit of Allottee(s) of Flat(s);
 - (m) Maintenance, repairs and upkeep of roads, street lights, and other amenities provided in the said Building and said Land;
 - (n) Cost of Maintenance, repairs and upkeep of solar energy equipment's (if provided), and seweragetreatment plant installed within the said Building or for the said Land;
 - (o) Service Charges being 10% of maintenance Charges to the Promoter for providing services to maintain the Building and/or Project facilities; and
 - (p) Charges for electricity, water and all other services for common areas, depreciation and replacement cost of all the equipment's, etc of common facilities.
- (vii) During the handover of the Building and the Land, the Maintenance Charges which is paid to the Promoter, shall be handed over, by the Promoter to the Common Organization of the Allottees, after adjusting the expenses incurred and any amount payable to the Promoter under this Agreement and which have remained unpaid by the Allottees to the Promoter.
- (viii) The Allottee(s) hereby agree, confirm and undertake that irrespective of any disputes, which may arise between the Promoter and the Allottee(s), the Allottee(s) shall punctually pay all amounts, contributions, deposits as per **Clause 12 and Clause 14** hereinabove and shall not withhold the same for any reason whatsoever.

14.3 Fixation of Total Maintenance Charges:

Within 3 months of the end of the financial year the actual account will be drawn and final amount of contribution from each of the Allottee(s) will be determined and such final amount as determined shall be binding on the Allottee(s). Any short fall in the recovery of Maintenance charges shall be made good by the Allottee(s) within one month of the demand being raised by the Promoter.

15. COMMON FACILITIES (IF PROVIDED)

15.1 The Allottee(s) is well aware that the common facilities shall be completed as mentioned in **Schedule 2 Part B**. The entire Common facilities, amenities in all respects shall be ready only at the time of completion of the entire development as envisaged under **Schedule 1 Part D**. The Allottee(s) shall not raise any claim or

Promoter

Allottee(s)

compensation in respect of non-availability of Common Facilities/Amenities till completion of the entire development as envisaged under **Schedule 1 Part D**.

16. USER OF SAID FLAT

- 16.1 All flats situated above ground level shall be used only and strictly for the purpose of residence only and car parking space shall be utilized for parking of personal owned mid-sized LMV car of the Allottee(s) or his/her/their family members residing in the said Flat only.
- 16.2 The Allottee(s) shall not be entitled to change the user of the said Flat unless prior written consent/permission from the Promoter is obtained.

17. CERTAIN RESTRICTIONS APPLICABLE TO USAGE/ UTILIZATION OF FLATS

- 17.1 No unlawful (or) illegal activities (or) as opposed to public policies (or) against the moral turpitudes (or) activities offending the sentiments of any particular cast, creed or community, shall be carried on at any point of time, now or at any future date, and throughout the use, occupation and enjoyment of such space by the Allottee(s) or his/her/their licenses / lessees / assignees / beneficiaries / their respective successors and assigns of the flat/parking space(s) as the case may be.
- 17.2 No combustible and/or explosive materials of whatsoever nature or name by which the same may be called, shall be brought in (or) stored (or) sold from the Flats in the said Land.
- 17.3 No external extension or elevation of space of whatsoever nature including protective projection on temporary (or) permanent (or) seasonal basis (or) otherwise shall be permitted and if resorted to the same shall be forcibly pulled down by the Promoter/Common Organization of Allottee(s), at the costs and consequences of the concerned Allottee(s) of the Flat. The Allottee(s) also agrees that the Allottee(s) shall not extend its windows or increase any floor space by enclosing any balconies or overhanging ledges above windows, 'chajjas' or make any installations or additions to the said Flat which extend beyond the said Flat or make any change to the said Flat, including the exterior of the said Flat or the windows of the said Flat, which extension, increase, installations, additions or is likely to alter the exterior features, façade or elevation or the exterior appearance on any side or rear of the said Building in any manner whatsoever so as to alter the façade/elevation built by the Promoter or detract from the uniformity and aesthetics of the said Building, which exists at the time at which the Promoter handed over possession of the said Flat to the Allottee(s). The Allottee(s) agrees to not affix any fixtures or grills on the exterior of the Project for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat and the Allottee/s shall not decorate or alter the exterior of the said Flat either by painting and/or otherwise.

- 17.4 The Allottee(s) shall maintain the front elevation, side elevation and rear elevation of the said Flat, in the same form as the Promoter has constructed and shall not at any time affect/alter the said elevations in any manner whatsoever without the prior written consent of the Planning Authority or Local Authority and also of the Promoter or the Common Organization (if the Promoter has handed over the building to the common organization) as the case may be.
- 17.5 A common toilet, if provided by the Promoter, is for the use by the maintenance staff/ security staff appointed for the Building.
- 17.6 The Allottee(s) shall not fit any grill on the window on the exterior side of the said Building. Any protective/decorative grill required by the Allottee(s) will have to be duly approved by the Promoter in writing and shall be fixed on the inner side of the window only.
- 17.7 The Allottee(s) shall install air-conditioning facilities in all its forms only at place/space as shall be earmarked by the Promoter and in no other place. Any unlawful or unauthorized installation or installation at any other place/space shall be pulled down or forcibly removed without any intimation or notice by the Promoter, at the costs and consequence of the Allottee(s).
- 17.8 To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in a good condition, state and order in the same manner 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 building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 17.9 The Allottee(s) hereby covenants that he/she/they shall not make any structural changes such as breaking of any beams/walls, etc. The Allottee(s) further covenants not to chisel any structural members in any manner whatsoever of the said Building or damage columns, walls, slabs, beams, RCC, Pardis or other structural parts of the said Flat or the Building. The breach of this condition shall cause this Agreement to come to an end *ipso facto* and will be considered as Allottee(s) event of default.
- 17.10 The Allottee(s) shall abide by all the regulations and requirements of the Promoter and their contractors in this regard, which are all for common good and shall in no way cause any nuisance to the owners of other Flats in the said Building.
- 17.11 The Allottee(s) hereby agrees, undertakes and covenants that from date of taking possession of the said Flat shall: -
- (i) Maintain the said Flat, its support, shelter columns, beams, walls and slabs, common passage and lift lobby and landing in front of the stairs in

front of the said Flat as a prudent person, would in good and tenantable condition;

- (ii) Not use the said Flat in violation of any provision of law applicable thereto;
- (iii) Not use or permit the said Flat to be used for any purpose other than permissible under any law for the time being in force;
- (iv) Not cause any nuisance or annoyance to the neighbours;
- (v) Not throw any dirt, rubbish or other refuse or permit the same to be thrown in the passage or in the compound or any portion of the said Building;
- (vi) Not do or suffer to be done anything in or about the said Building or the said Flat or in the staircase and/or fire escape passage and/or the common passages which may be against the rules or regulations and bye-laws of the Common Organization, MHADA, Municipal Corporation, and/or any other concerned authority;
- (vii) Not shift/change place of kitchen and toilets which affects drainage system of the said Building in any manner whatsoever;
- (viii) Not 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 nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto or to the said Flat or any part thereof, and shall keep the relevant portion in good tenantable repair and condition;
- (ix) Not refuse or neglect to carry out any work directed to be executed by Competent Authority in the said Building or in the said Flat after he/she/they have taken possession thereof, or require or hold the Promoter liable for execution of such works;
- (x) Not encroach upon or make use of any portion of the said Building or open space of the compound not agreed to be acquired by him;
- (xi) Not stock or keep any material, object or any other item in the open space of compound. The Allottee(s) shall not park any vehicle in the compound, except in the parking system;
- (xii) Not restrain the Promoter or their employees or staff and agents from entering upon the said Flat for inspecting the same at any reasonable hours or from carrying out any construction or repair work on any part of the said Building or to the said Flat for proper maintenance or continuation of the facilities and amenities provided therein including

Promoter

Allottee(s)

making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the said Building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society, the Allottee(s) shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- (xiii) Not sell, transfer, assign, let, grant leave and license, dispose of or in any other manner deal with, dispose of or part with physical possession of the said Flat or any portion thereof or his/her/their right, title, claim, demand and interest thereto or therein or under this Agreement, to any other person before paying to the Promoter all the amounts payable to them hereunder and without first obtaining their prior written consent in that behalf from the Promoter;
- (xiv) Observe, perform and comply with all the bye-laws, rules and regulations of the Common Organization.
- (xv) Co-operate with the Promoter in the matter of implementation of the scheme for development of the Project on the Land without creating any obstruction or interference.

18. FIT-OUTS AND INTERIOR WORKS

- 18.1 If the Allottee(s) proposes to carry out such fit-out/interior work, the Allottee(s) shall make a prior written request to the Promoter permitting it/him/her to carry out the same. Along with such request letter, the Allottee(s) shall submit the interior drawings/entire plan to the Promoter and take the Promoter approval and clearance letter. The Promoter shall be entitled to reject the fit-out/interior work plan submitted by the Allottee(s) without assigning any reasons or suggest modification thereto. In such event the Allottee(s) shall submit new/fresh plan for such work after carrying out all necessary modifications as suggested by the Promoter and seek final approval in writing of the Promoter on such amended plans.
- 18.2 It shall be the sole responsibility of the Allottee(s) at his/her/their own cost and expenses, to obtain all necessary sanctions/approvals permissions from all the concerned statutory and local authorities for carrying out the fit-out/interior work as approved by the Promoter and the Allottee(s) shall be liable, at its own cost and risk, for any non-compliance or breach of any of the term of such sanctions/approvals/permissions. It is clarified that the Promoter has no liability or

responsibility whatsoever in this behalf including for any prosecution or ancillary act or penalty whatsoever in connection with those acts which are attributable to the Allottee(s) or its contractor and the Allottee(s) hereby agrees to indemnify and shall keep indemnified, harmless and defended the Promoter in that behalf.

18.3 The Allottee(s) hereby agrees to execute a separate Indemnity Bond in favor of the Promoter, indemnifying them from all losses, damages, costs and expenses that the Promoter may suffer or incur as a result of any/non-compliance or breach of the above terms due to fit out works carried out by the Allottee(s) during or after the fit-out period. The Allottee(s) shall further sign such Declaratory documents as may be required by the Promoter for granting the permission for fit-out work.

18.4 The Allottee(s) shall be entitled to carry out the fit-outs/interior work in the said Flat, provided that the Allottee(s) shall have paid the entire Purchase Consideration, and taxes and all other payments as mentioned under this Agreement and provided the Allottee(s) undertakes to abide by the terms and conditions stipulated by the Promoter.

19. **NAME OF THE SAID BUILDING CANNOT BE CHANGED**

The name of the said Building is SAYBA SAMRIDDHI and the Allottee(s) shall not change the same at any time and forever without written consent of the Promoter. The Promoter shall have exclusive proprietary and rights, title and interest on such name.

20. **INSURANCE OF THE SAID BUILDING**

The structure of the said Building may be insured for one or more perils like fire, earthquake, riots and civil commotion, militant action etc. by the Promoter/ on behalf of the Allottee(s) and the cost thereof shall be payable by Allottee(s) as the part of the maintenance bill raised by the Promoter/ but contents inside of each Flat and the Flat shall be insured by the Allottee(s) at his/her/its own cost. The cost of insuring the building structure shall be recovered from the Allottee(s) as a part of total Maintenance Charges and the Allottee(s) hereby agrees to pay the same. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of the building or any part of the said Building or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.

21. **THE PROMOTER TO COMPLY WITH STIPULATIONS OF LOCAL AUTHORITY**

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 or under any law, notification, rules issued by any Local Authority, at the time of sanctioning the plans and shall before handing over

Promoter

Allottee(s)

possession of the said Flat to the Allottee(s) and shall obtain Occupation Certificate of the said Building/part thereof from the concerned local authority.

22. AGREEMENT WITH ARCHITECT AND OTHER PROFESSIONALS

The Promoter has entered into a standard agreement with an architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Promoter have appointed a structural Engineer for preparation of the structural design and drawings of the said Building and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the entire said Building. The details of the registered Architect and structural Engineer and other professionals are attached herewith as **Schedule 4.**

23. ALLOTTEE(S) EVENTS OF DEFAULT

23.1 It is specifically agreed, undertaken and covenanted by the Allottee(s) that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement including but not limited to the defaults specified below shall be deemed to be events of default liable for consequences stipulated in this Agreement:

- (i) Failure or incapacity on the part of Allottee(s) to make payments within the time stipulated in a Demand Notice raised by the Promoter, for amounts agreed to be paid under this Agreement or as per the Payment Schedule set out in this Agreement for any reasons whatsoever or failure to pay the Purchase Consideration, taxes on sale or transfer of Flat, taxes levied by Local Authority or Planning Authority, TDS contribution, maintenance charges, other outgoings like appropriate stamp duty, legal charges, registration charges, any incidental charges, any increases in security deposits demanded by the Promoter, any other charges, deposits or any amount payable under this Agreement as may be notified by the Promoter to the Allottee(s) under the terms of this Agreement and all other defaults of similar nature;
- (ii) Failure or incapacity on the part of the Allottee(s) to perform and observe any or all of the Allottee(s) obligations as set forth in this Agreement or if the Allottee(s) fails to execute any deed/document/ undertaking/ indemnities/ Affidavits/ letters etc., or to perform any other obligation, if any set forth in any other agreement with the Promoter in relation to the said Flat;
- (iii) Failure or incapacity on the part of the Allottee(s) to pay on or before its due date the taxes and Maintenance Charges, deposits or any other charges, security, as demanded by the Promoter or its nominee;

Promoter

Allottee(s)

- (iv) Failure or incapacity on the part of the Allottee(s) to take over the said Flat for occupation within the time stipulated by the Promoter in its notice or under this Agreement;
- (v) Failure on the part of the Allottee(s) as and when called upon by the Promoter, to become a member of the Common Organization of Allottee(s) or to pay subscription charges etc. as maybe required under the terms thereof;
- (vi) Assignment of this Agreement (in part or in full) without prior written consent of the Promoter; and/or assigning of any of the rights or obligations under this Agreement without prior written consent of the Promoter(s);
- (vii) Dishonour of cheque(s) given by the Allottee(s) for any reasons whatsoever;
- (viii) Any Structural changes such as breaking of any beams/walls, or chisel, any structural members in any manner whatsoever of the said Building.

24. DEFAULT REMEDIES ON OCCURRENCE OF EVENT OF DEFAULT BY ALLOTTEE(S) AND MUTUALLY AGREED LIQUIDATED DAMAGES

- 24.1 In case of occurrence of an event of default as per **Clause 23** above and /or occurrence of an event of Default arising out of breach of any of the clause and terms of this Agreement by the Allottee(s), the Promoter shall be required to give a 15(Fifteen) days' notice to Allottee(s) to remedy such default(s). In case the default(s) is/are not remedied by the Allottee(s) within the aforesaid 15 (Fifteen) days, then the Promoter shall be entitled to terminate this Agreement and in case the Promoter exercises the option of termination, then the Promoter shall also be entitled to mutually agreed liquidated damages of an amount equivalent to 9.9% of the Purchase Consideration (hereinafter referred to as the “**Mutually Agreed Liquidated Damages**”) and be further entitled for deduction of other costs incurred by the Promoter on behalf of the Allottee(s) like GST, taxes paid to statutory authorities and brokerage (if paid). Without prejudice to the rights of the Promoter under foregoing clause, if the Promoter at its own option, decides not to terminate this Agreement then the Allottee(s) shall be liable to pay mutually agreed liquidated damages payable to the Promoter.
- 24.2 On the Allottee(s) committing default in making payment on due date of any amount due and payable by the Allottee(s) to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee(s) not being able to regularize a default(s) despite of Notice along with two reminder notices or in an event the Allottee(s) has committed any three defaults and whether any of the default was regularized or not, the Promoter may at its option, terminate this Agreement.
- 24.3 Provided that, Promoter shall give notice in writing to the Allottee(s), by either Registered Post A.D. at the address provided by the Allottee(s) or mail at the e-mail

address provided by the Allottee(s) herein, of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. Notice either by Registered Post A.D. at the address provided by the Allottee(s) or mail at the e-mail address provided by the Allottee(s) shall be considered as sufficient notice to the Allottee(s). If the Allottee(s) fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement

- 24.4 The Allottee(s) agree(s) that upon termination of this Agreement, the Promoter will be released and discharged of any and all liabilities and obligations under this Agreement and the Allottee(s) hereby acknowledges and also irrevocably authorizes the Promoter to sell the said Flat to any other party or deal with the same in any other manner as the Promoter may in its sole discretion deem fit and proper. In the event of the Promoter deciding to terminate this Agreement, any amount which is found to be refundable to the Allottee(s) (other than the amounts adjusted towards mutually agreed liquidated damages or interest on delayed payments or any other amount of non-refundable nature, shall be refunded by the Promoter only after realizing amounts on further sale/ resale to any other person and shall be refunded without any interest or compensation of whatsoever nature. Further, it has been expressly agreed that in those cases where the Allottee(s) has obtained a loan against the said Flat pursuant to the Promoter written consent, then in such event the Promoter shall first refund the amount outstanding and payable to the lender in respect of the said Flat and thereafter, the balance amount only shall be refunded to the Allottee(s) after deducting the mutually agreed liquidated damages and all other costs incurred by the Promoter, including but not limited to the brokerage/commission if any, paid by the Promoter and any other costs incurred by them. Further, in the event of such refund by the Promoter to the Allottee(s), it has been agreed that Taxes on sale or Transfer of Flat, Taxes levied by Local Authority or Planning Authority or any other taxes/payments made to the Government by the Allottee(s) in respect of the said Flat shall be refunded by the Promoter to the Allottee(s) only if and when the Promoter receives such refund from the Government and the Promoter shall refund only such amount as may be received by it from the Government and no further amounts shall be claimed by the Allottee(s) from the Promoter. It is expressly agreed that upon such termination by the Promoter, the Allottee(s) shall have no right, title, interest, demand, claim or lien over the said Flat and the Car Parking Space(s) (if allotted/licensed) of any nature whatsoever.
- 24.5 The Allottee(s) agrees that in the event of termination of this Agreement by the Promoter as provided in this Agreement, and in the event of the said Flat being in the

Promoter

Allottee(s)

possession of the Allottee(s) then the Promoter shall forthwith be entitled to and have the right to re-enter upon the said Flat and the Car Parking Space(s) (if allotted/licensed) and resume possession of the same and the Allottee(s) will quit, vacate and deliver quiet and peaceful possession of the said Flat to the Promoter. If the Allottee(s) fails to quit, vacate and deliver the said Flat to the Promoter then the Allottee(s) shall thereupon be liable to immediate ejection therefrom as trespasser. It is understood by the Allottee(s) that the License/Allotment if granted for use of the Car Parking Space(s) is co-terminus with this Agreement and the rights of the Allottee(s) under the terms of the Allotment to be granted for use of the Car Parking Space(s) shall stand terminated ipso facto with termination of this Agreement.

24.6 It is agreed that any amount paid by the Allottee(s) to the Promoter towards interest shall not be refunded and the Allottee(s) cannot claim the refund of any interest paid to the Promoter in any event, including event of termination and cancellation of this Agreement.

25. LIEN AND FIRST CHARGE OF THE PROMOTER

Without prejudice to its other rights hereunder, the Promoter shall, in respect of any amounts remaining unpaid by the Allottee(s) under the terms and conditions of this Agreement, have lien and first charge on the said Flat to the extent of such unpaid amount by the Allottee(s) to the Promoter.

26. COMPLETION OF PROJECT DECLARED UNDER RERA

On receipt of Full Occupation Certificate in respect of the said Building SAYBA SAMRIDDHI registered with RERA, the said Project shall be said to be completed.

27. COMPLETION OF DEVELOPMENT OF LAND

The Allottee(s) agrees that the development of the Land shall be said to be completed only when all of the following is achieved: -

- (i) On the receipt of Full Occupation Certificate of the said Building to be constructed on the said Land in accordance with proposed plans as shown in the **Schedule 1 Part D**.
- (ii) All the conditions in the last Approved Plan or amended Plan envisaging development, as mentioned in the **Schedule 1 Part D**, of the said Land are complied with by the Promoter.

28. COMMON ORGANIZATION OF ALLOTTEE(S):

28.1 The Allottee(s) shall, along with other allottees of the Project, shall join as member of **Chembur Nishant Co-operative Housing Society Ltd.** under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules, Bye laws thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Project in which the allottees of the premises in the Project alone shall be joined as members and for this purpose also from time to time sign and

execute the application for membership and the other papers and documents necessary for becoming a member duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee(s), so as to enable the Promoter to forward the same to the Society. No objection shall be taken by the Allottee(s) if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority. The Promoter shall be entitled, but not obliged to join as a member of the Society in respect of unsold premises in the Project, if any.

- 28.2 The Allottee(s) and the Allottees of the other Flats/premises shall become the member of Society/Common Organisation and from time to time sign and execute all the necessary applications, documents and other papers and writings necessary to make Allottee(s) the member of the Society.
- 28.3 Such new Allottee(s) shall be at par with first Allottee(s)/existing members of the Society and shall not be discriminated or treated prejudicially by the Society/Common Organization. Under the Development Agreement, the Society has undertaken to admit the new flat purchasers as members of the said Society only after the Possession Notice has been issued to the existing members to occupy the existing member premises. The Society has further undertaken to admit the Flat Purchasers as per the List provided by the Promoter confirming the admission of such purchasers and by handing over to the Society the necessary application for membership, the certified copies of their respective sale agreements, along-with the requisite membership fee of Rs. 500/- and the Entrance Fees of Rs. 100/- and upon receipt of the same, the Flat purchasers shall be admitted as the Members of the said Society within 90 days from the handing over of the above-mentioned documents and their admission shall be ratified in the subsequent annual general meeting of the said Society.
- 28.4 The Allottee(s) shall observe and perform all the rules and regulations and bye-laws of the Society/Common Organization and the additions, alterations, modifications, deletions and amendments thereof that may be made from time to time for protection and maintenance of the said Building standing on the said Land and the Flat/Units/Premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Allottee(s) shall also observe and perform all the terms, conditions and stipulations laid down by the Society/Common Organization regarding occupation and use of the Flat/Units/ Premises and shall pay outgoings in accordance with the terms of this Agreement.

29. **CONVEYANCE OF THE SAID BUILDING**

- 29.1 The Promoter shall grant conveyance of the super structure of the said Building to the Common Organization within 3 (three) months of obtaining Full Occupation Certificate of the said Building. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Common Organization for the sale/allotment or transfer of the unsold Flats of the Developer's Component in the Project, save and except the municipal and statutory taxes or any other taxes at actuals (levied on the unsold Flats of the Developer's Component).
- 29.2 The Conveyance in respect of superstructure in respect of the said Building shall provide for the floor space index utilized in the said Building. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 29.3 Notwithstanding what is contained in this Agreement and irrespective of the Conveyance executed in respect of the superstructure of the said Building, the Promoter shall have absolute authority and control as regards to the unsold Flats and Car Parking Space(s) which are not Allotted and shall have right to sell and dispose-off unsold Flats and Car Parking Space(s) which are not Allotted in the said Building and receive the entire consideration there from for itself and shall have a right to recover all its outstanding dues from the Allottee(s) of the said Building.

30. **DECLARATION AND CONFIRMATION BY THE ALLOTTEE(S)**

- 30.1 The Allottee(s) acknowledges that the Promoter has readily provided information/clarifications as required by him/ her/them and has/have not relied upon nor has/have been influenced by any sale plans, pamphlets, sample Flat, sale brochures, advertisements, websites, digital platforms and/or virtual assets, representations, warranties, statements or estimates of any nature whatsoever whether written or oral concerning the amenities to be made available or any other data except as represented in this Agreement and the Allottee(s) has/have relied solely on his/her/their own judgment in deciding to enter into this Agreement.
- 30.2 The Allottee(s) agrees and acknowledges that the sample Flat (whether virtual representation or actual sample flat constructed) by the Promoter and all furniture, items, electronic goods, amenities etc. provided thereon or represented by the Promoter by any medium are only for the purpose of providing a visualisation of a sample Flat, to show the Allottee(s) the look and feel of the Flat, if furnished by the Allottee(s) and the Promoter is not liable to provide any furniture, items, electronic

Promoter

Allottee(s)

goods and amenities etc. as displayed in the sample Flat, other than as expressly agreed by the Promoter under this Agreement.

- 30.3 The Allottee(s) agrees and acknowledges that the Promoter have the sole and absolute authority regarding sale, transfer, assignment and/or disposal of the unsold Flats and Car Parking Space(s) which are not Licensed/allotted and premises including additional construction carried out on the said Land by utilizing and consuming the FSI, FAR, DR, inherent FSI, Fungible FSI, Residual FSI, Utilized FSI, Floating FSI, Increased or enhanced FSI or sale, lease, license, transfer, assignment and/or disposal thereof and the Promoter shall have the sole right to enjoy and appropriate the revenue, income and benefits thereof.
- 30.4 The Allottee(s) agrees and acknowledges that the Promoter has informed the Allottee(s) that for the completion of the entire Project, the Promoter is required to and the Promoter shall be entitled at all times, to carry out construction and/or any other allied work including completion work of the Project on the Land, the Allottee(s) not only as a Allottee(s) of the said Flat, but also as a member or Managing Committee Member of Common Organization shall not at any time, raise any objection, obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work including completion work of the Project on the Land. The Allottee(s) and/or the Common Organization shall not interfere with the rights, powers and authorities of the Promoter in respect of implementing the scheme of development of the Land in any manner whatsoever. The Allottee(s) hereby undertakes to co-operate with and render all assistance to the Promoter in respect of the development of the Land.
- 30.5 The Allottee(s) shall as and when called upon by the Promoter to sign and execute any application, affidavit, undertaking, consent as may be required for approval of additional construction beyond what is presently approved for the said Building and shall not raise any objection thereto on any account or any reason whatsoever. The Promoter shall always have the right to use the common passage, driveways, setback spaces and amenities of the said Building Land for the said purpose and the Allottee(s) shall not object or cause any obstruction there on any ground whatsoever including nuisance and easement rights etc.
- 30.6 The Allottee(s) agrees and acknowledges that the Promoter is providing equipment/ systems/ appliances as mentioned in the List of Amenities. The Allottee(s) is aware that the Promoter is not the manufacturer of these systems of equipment/systems/ appliances. The Promoter does not warrant or guarantee the use, performance or otherwise of these equipment / systems / appliances. The Parties hereto agree that the

Promoter

Allottee(s)

Promoter is not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these systems/appliances.

- 30.7 The Allottee(s) agrees and acknowledges that the Promoter may allow the Land to be developed by its nominee or nominee(s) or assignee or assignee(s), as the Promoter may desire.
- 30.8 The Allottee(s) agrees and acknowledges that the Promoter shall be the sole and absolute authority to provide and grant Allotment in respect of Car Parking Space(s) in the said Land. The Promoter's entitlement to allot Car Parking Space(s) at such location as they may think fit in favor of holders, users, licensees thereof on the terms and conditions as the Promoter may think fit and the Allottee(s) as the Allottee(s) and as a member of Common Organization hereby covenant that he/she/it/they shall not (i) raise any objection to the aforesaid Car Parking Spaces, (ii) obstruct or hinder access to Car Parking Space(s) at any time and (iii) demand or raise any claim/s for separate, special, additional or extra amount compensation or purchase consideration, fees, charges, premium donation or otherwise in this regard, at the time of sale of the said Flat.
- 30.9 The Allottee(s) shall as and when called upon by the Promoter to sign and execute any application, affidavit, undertaking, consent as may be required for approval of construction due to any deficiency in open space, access or right of way etc. which are, required by the Planning Authority then he/she/they shall sign and execute such application, affidavit undertaking or consent and shall not raise any objection thereto on any account or for any reason whatsoever.

31. NO RIGHTS OF THE ALLOTTEE(S)

- 31.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said Building or of the said Land or any part thereof to the Allottee(s). The Allottee(s) shall have no claim of any nature whatsoever save and except in respect of the said Flat hereby agreed to be sold to him/her/them. The Allottee(s) shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and whereas all open spaces, parking spaces, lobbies, staircases, terraces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Common organization and until the project land is transferred to the Common Organization as hereinbefore mentioned.
- 31.2 It is further agreed between the parties hereto that the Allottee(s) shall not be entitled to visit the said Flat for inspection or otherwise, till it is ready for possession and notice of handing over of the possession of the said Flat is given by the Promoter.

32. COVENANTS AND OBLIGATIONS OF THE ALLOTTEE(S)

- 32.1 Additional Obligations of the Allottee(s):

Promoter

Allottee(s)

- (i) In the event that the Allottee(s) after receiving possession of the said Flat commits a breach under the foregoing provisions or makes any unauthorized change or alteration or causing any unauthorized repairs in or to the said Flat or the said Building, the Promoter shall be entitled to call upon the Allottee(s) to rectify the same at his/her/their cost and restore the said Flat or the Building to its original condition. Without prejudice to the foregoing obligation of the Allottee(s), the Promoter may carry out the necessary rectification or restoration and the Allottee(s) shall be liable to reimburse the Promoter for all costs, charges and expenses incurred by the Promoter in this behalf. Without prejudice to the aforesaid, if the Allottee(s) does not rectify the breach within a period of 30 (thirty) days from the date of notice to the Allottee(s) or fails to reimburse the Promoter forthwith on demand for all costs, charges and expenses incurred by the Promoter, then in such an event the Promoter shall be entitled to terminate this Agreement in the manner prescribed in Clause 24 of this Agreement.

32.2 Assignment by the Allottee(s):

- (i) This Agreement or any interest of the Allottee(s) in this Agreement shall not be assigned by the Allottee(s) without prior written consent of the Promoter which consent may be given or denied by the Promoter at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force. The Promoter may permit the Allottee(s) to assign, transfer, nominate or convey the said Flat subject to the payment of transfer charges as may be decided by the Promoter at the time of such transfer and further shall be subject to the terms, conditions and charges as the Promoter may impose. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Promoter shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Allottee(s) in violation of this Agreement shall be a default on the part of Allottee(s) entitling the Promoter to cancel this Agreement and to avail of remedies as set forth in this Agreement;
- (ii) The Allottee(s) shall not let, sub-let, transfer, charge, assign or part with the Allottee(s) interest or benefit under this Agreement or part with the possession of the said Flat unless 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 any breach or non-observance of any of the terms and conditions of this Agreement and in any such case the Allottee(s)

shall have obtained the prior written consent of the Promoter of his/her/their intention to do so;

- (iii) The Allottee(s) shall obtain the Police NOC/Verification if the Allottee(s) intends to give the said Flat on leave and license/lease basis to any third party in accordance with the terms of this Agreement;
- (iv) The covenants, confirmation and obligations by the Allottee(s) contained hereinabove and under this Agreement shall be binding on all transferee(s) of the said Flat.

32.3 Allottee(s) to Sign, Execute and Register Cancellation Deed:

The Allottee(s) agrees and confirms that in the event of termination or cancellation under any of the clauses of this Agreement, the Allottee(s) shall, sign, execute and register the Deed of Cancellation or any other document which records the termination and/or cancellation of this Agreement as prepared by the Promoter within (7) seven days of date from the expiry of the period mentioned in the termination notice issued by the Promoter recording cancellation or termination of this Agreement.

32.4 It is hereby expressly clarified, agreed and understood that the Promoter shall always and at all times (including before or after execution of any deed of transfer) have the exclusive, absolute, irrevocable, unconditional and unrestricted right to and in respect of and shall be entitled to develop the said Land as per Schedule 1 Part D by utilizing the said FSI, FAR and DR including the unutilized, Incentive FSI, Floating FSI, Inherent FSI, Fungible FSI, Residual FSI, Utilized FSI, Increased or enhanced FSI Rental Housing FSI, and unconsumed FSI, FAR and DR originating from or arising out of or available in respect of the said Land until the full Occupation certificate is obtained. FSI, FAR and DR which are now available and/or which may be available or granted and or sanctioned at any time hereafter in respect thereof, on any account or due to any reason whatsoever, and/ or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Promoter.

32.5 Alterations of Unsold Flats:

The Promoter shall have right, without any approval of any Allottee(s) or the Common Organization of the said Building to make any alterations, additions, improvements or repairs, interior work or exterior work, ordinary or extra ordinary in relation to any unsold Flat within the said Building and the Allottee(s) agrees not to raise objections or make any claims on this account.

32.6 The Allottee(s) further agrees that the Promoter will be entitled to display their Logo/Branding of such size and material as the Promoter may deem fit at its sole and absolute and unfettered discretion anywhere on the terrace, gate, boundary, external façade of the Building and lobby of the said Building without creating any hindrance

or nuisance to the Allottee(s). The Allottee(s) further agrees that Logo put up on the said Building as aforesaid will not be removed and the same shall be maintained by the Promoter at their own costs for which a separate electric meter shall be installed. The Allottee(s) and the said Common Organization of Allottee(s) shall not object to the same at any time even after the said Building is conveyed in favor of the Common Organization. The Promoter reserves to itself full and free access right of way and means to access to such place or places for the purpose of repair, painting or changing the Logo/Branding; Post completion of the said Building, the Promoter shall have an unfettered right to permanently display its Logo and/or Name or such other name being the Promoter's Brand Name or Trademark to the said Building on any conspicuous part of the said Building/ Land at the sole discretion of the Promoter and the Allottee(s) shall not claim any money or compensation for the same. The said name and logo shall never be removed by the Common Organization at any time for any reason whatsoever. Any maintenance fees/ charges, payable to MHADA or the municipal authorities, and expense required for such display of name/logo would be paid by the Common Organization. The Promoter shall pay to the Common Organization a one- time compensation/fee of Rs 100/- for such benefits in perpetuity.

32.7 Other Rights of the Promoter:

The Promoter shall have the right to designate any space in the said Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the Allottee(s) of the buildings that may be developed on the said Land. The Promoter shall also be entitled to designate any space in the said Land to such utility provider either on leave and license or leasehold basis for the purpose of installing, Rain water harvesting system or other systems etc with a view to service the electricity requirement and other utility requirement in the said Land and the building constructed thereon.

33. **FORCE MAJEURE:**

The Promoter shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if the completion of the building in which the apartment is to be situated is delayed on account of the following reasons: -

- (i) Act of god, War or civil commotion;
- (ii) If any matters, issued in relation to any notice, order, rule, notification of the government and/or other public or competent authority of the Court.

34. **REINSTATEMENT OF DAMAGED OR DEMOLISHED STRUCTURE**

- 34.1 If the said Building or any part thereof gets demolished or gets damaged on account of force majeure or for any reason whatsoever not attributable to the Promoter then the loss incurred due to such damage or demolition will be fully sustained by the

Allottee(s) along with the other Allottee(s) of the structure so damaged or demolished and the Promoter shall not be responsible for any such damage or demolition.

- 34.2 If the Car Parking Space(s) [if allotted/licensed] or any part thereof constructed or being constructed on the said Land gets demolished or gets damaged on account of force majeure or for any reason not attributable to the Promoter whatsoever then the loss incurred due to such damage or demolition will be fully sustained by the Allottee(s) along with the other Allottee(s) of the structure so damaged or demolished and the Promoter shall not be responsible for any such damage or demolition.

35. DISCLOSURE TO THE ALLOTTEE(S)

- 35.1 Proposed Development as Disclosed under Schedule 1 Part D:

- (i) The Promoter has informed to the Allottee(s) the quantum of the proposed development on the said Building land or the said Land as disclosed in **Schedule 1 Part D**. The Allottee(s) is also informed of the FSI proposed to be utilized on the said Land. The Allottee(s) is further informed of the number of building including the number of floors in respect of the building which is proposed to be constructed by the Promoter on the said Land in which the Allottee(s) has agreed to purchase in the said Flat. The Allottee(s) has been informed about the various amenities which are proposed to be provided in the said Building and said Land.
- (ii) The Promoter has informed to the Allottee(s) that the proposed construction on the said Land shall be of the full potential of the said Land as described in **Schedule 1 Part D** of this Agreement.

- 35.2 Sanctioned Development as Disclosed under Schedule 1 Part E:

- (i) The Promoter has informed to the Allottee(s) of the sanctioned Plan of the said Land. The Allottee(s) is also informed of the FSI which can be sanctioned on the said Land.
- (ii) The Allottee(s) is further informed of the number of building including the number of floors in respect of the building which is sanctioned by the local authority. The Allottee(s) is informed about the number of Floors sanctioned in the said Building. The Allottee(s) has been informed about of the various amenities which are sanctioned in the said Building and the said Land. The Entire details as mentioned aforesaid and as sanctioned on the said Land is given as **Schedule 1 Part E** to this Agreement;
- (iii) The Promoter has informed to the Allottee(s) that the sanctioned or approved plans as on the date of signing of this Agreement do not reflect the total proposed development of the said Land. The Promoter shall obtain approval for the proposed development as envisaged in **Schedule 1 Part D** to this Agreement from time to time and the Allottee(s) hereby confirms their

Promoter

Allottee(s)

knowledge that the Promoter shall be entitled to develop the said land in accordance to the Proposed development as detailed at **Schedule 1 Part D** to this Agreement;

- (iv) The Promoter has informed the Allottee(s) that if the Promoter constructs and/or Fitness Centre and other terrace amenities then the same shall be done by utilizing provision of DCPR 2034 which allows construction of such facilities, free of FSI, only proportionate to residential area proposed;
- (v) The Promoter has disclosed to the Allottee(s) that the FSI proposed to be utilized on the said Land is higher than the FSI approved as on date and also permissible as on date. The FSI proposed to be constructed on the said Land is based on anticipation of increase in FSI in future or permission being received from the government for utilization of higher FSI under various regulations which prescribes grant of additional FSI by providing Public Utilities/ Amenities;
- (vi) The Promoter has informed to the Allottee(s) that the fungible FSI or any other FSI or area available on payment of premium to planning Authority on the Land will be availed off and utilized by the Promoter for its own benefit on the said Building;
- (vii) The Promoter has informed to the Allottee(s) that the said Building to be constructed on the said Land is deficient in its requirement of open spaces and the Allottee(s) shall not hold the Promoter responsible for the same in future. The Allottee(s) do hereby expressly and irrevocably accepts and confirms that the Building under reference is in compliance with requirement of open spaces as per provisions of Development Regulations and plans have been approved by MHADA with grant of concession in open spaces and for that the Allottee(s) will not hold the Promoter / MHADA liable for the same in future;
- (viii) The Promoter has informed to the Allottee(s) that each and every room of the said Flat is in compliance with the approved plans by the MHADA by granting concession for the same;
- (ix) The Promoter has informed to the Allottee(s) that mechanical parking system/car lift/stack parking are all subject to breakdown and requires regular maintenance;
- (x) The Promoter has informed to the Allottee(s) that manoeuvring space for car in Car Parking Space(s) may be inadequate and have been approved to accommodate adequate number of car parking spaces;

35.3 The Allottee(s) confirms and has agreed to purchase the said Flat considering the development of the said Land in accordance with details given in **Schedule 1 Part**

Promoter

Allottee(s)

D to this Agreement and has further confirmed that he/she has no objection to the construction of the full potential of the FSI available in respect of the said Land as disclosed in **Schedule 1 Part D** of this Agreement and the Allottee(s) has specifically agreed to the same.

- (i) The Allottee(s) agrees and confirms that the Promoter shall be entitled to revise, alter, amend or modify the location and the size of amenity spaces. However, the aggregate area of the amenity spaces as detailed in **Schedule 1 Part D** to this Agreement shall not be reduced while revising, altering, amending, or modifying the said amenity spaces by the Promoter;
- (ii) The Allottee(s) hereby agrees and confirms the Promoter's right to relocate and/or realigning of water, power, Sewage, telephone*, gas*, electricity and other services and utility connections and lines;
- (iii) The Allottee(s) hereby agrees and confirms the Promoter's right to the Promoter that the Promoter shall be entitled to relocate and/or realigning underground tanks, pump rooms, electrical meter rooms, gymnasium* and such other amenity spaces and/or common facilities;
- (iv) The Allottee(s) hereby agrees and confirms the Promoter's right to the Promoter that the Promoter shall be entitled to revise, alter, amend, modify or vary the location of the access to the said Building or to the said Land;
- (v) The Allottee(s) agrees and acknowledges that the residual, floating, additional, increased, enhanced, balance, pro-rata, VP quote, zonal, incentive, fungible, inherent or unutilized floor space index (FSI) in respect of the said Land shall always be available to and shall always be for the benefit of the Promoter. In the event of any zonal/additional FSI in respect of the said Land or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Promoter alone shall be entitled to the benefit of all such additional FSI for the purpose of the development and /or additions to the BUA (Built Up Area) on the said Land as may be permissible. Under no circumstance, the Allottee(s) shall alter/demolish/ reconstruct or redevelop the said Building and /or the said Building Land or part thereof to use any incentive, residual, unutilized, floating, fungible increased or enhanced FSI available on the said Building Land. The Allottee(s) agrees, confirms that the Promoter shall be entitled to consume and to utilize whatever FSI which may be available in Future in respect of the said Land. The Allottee(s) agrees, confirms that the Promoter shall be entitled to consume and to utilize any further or other F.S.I. allowed, sanctioned or introduced by the State of Maharashtra or by MHADA or the Municipal Corporation by change in law

Promoter

Allottee(s)

or regulations as further floor or floors on the said Building as the Promoter may desire or deem fit;

- (vi) The Allottee(s) agrees to not raise any objections and confirms that the Promoter shall be entitled to make additions or alterations in the said Building/Layout plans by installing any ramp or ramps or internal lifts within or between floor or floors, making voids, enclosing voids, providing special exclusive lift or lifts for any specific floor or floors and allowing use of any ramp or terrace on the top floor as the Promoter may desires or deem fit from time to time;
- (vii) The Allottee(s) shall not object when the Promoter modifies/amalgamates/merges one or more Flat in the Building in which the Allottee(s) has Purchased the Flat by ensuring that the Allottee(s) Flat is not affected with such amendment. The Allottee(s) agrees and confirms that the Promoter will be entitled to amend the Plans to the extent of including the common passages only adjacent to the Flat(s) proposed to be amalgamated or merged;

35.4 The Allottee(s) hereby further agrees, undertakes, warrants and confirms that he/ she/ are well informed and they shall not withdraw, cancel, revoke or challenge the aforesaid assent given by him/her/them to the Promoter at any time hereafter in any manner whatsoever under any circumstances.

36. AGREEMENT, SPECIFIC ONLY TO THIS FLAT

It is clearly understood and agreed by the Allottee(s) that the provisions of this Agreement are specific and applicable to the said Flat offered for sale herein only and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any court(s), consumer disputes forum(s) or any other judicial forum involving any other residential/commercial space(s)/ building(s)/ project(s) of the Promoter/ its associates/ subsidiary companies, partnership firms in which the Promoter is partner or interested.

37. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provision shall be deemed amended or deleted as far as the same is inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

38. CAPTIONS/HEADINGS

The captions/headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any

matter/clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

39. METHOD OF CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment with the other Allottee(s) in the said Building, the same shall be in proportion to the Total Carpet Area of the Flat bears to the Total Carpet Area of all the Flats in the said Building.

40. RIGHT TO JOIN AS AFFECTED PARTY

Allottee(s) agrees that the Promoter shall have right to join as an affected party in any suit/ complaint filed before any appropriate court/forum by or against the Allottee(s), if the Promoter's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee(s) agrees to keep the Promoter fully informed at alltimes in this regard.

41. INDEMNIFICATION

The Allottee(s) hereby covenants with the Promoter to pay from time to time and at all times the amounts which the Allottee(s) is liable to pay under this Agreement and to observe and perform all the covenants and conditions in this Agreement and to keep the Promoter and its assigns and successor and its agents and representatives, estate and effects, indemnified and harmless against any loss, damages, claims, suits, proceedings, expenses, charges and costs that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement by the Allottee(s) and/or on account of unauthorized alteration, repairs or wrongful use etc to the said Flat, including the amount expended on litigation in enforcing rights herein.

42. BROKERAGE

In case the transaction being executed by this agreement between the Promoter and the allottee is facilitated by a registered real estate agent, all amounts (including taxes) agreed as payable remuneration/ fees / charges for services / commission / brokerage to the Registered Real Estate Agent (if any, has facilitated the sale transaction herein between the Allottee(s) and the Promoter), shall be paid by the Promoter/allottee/both, as the case may be, in accordance with the agreed terms of payment.

43. FURTHER ASSURANCE

The parties herein shall execute, acknowledge and deliver such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein. The Promoter until it has collected 100% purchase consideration from all the Allottee(s) or until the conveyance of the Building in favour of the Common

Organization whichever is later, shall reasonably request in order to effectuate the provision 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.

44. **WAIVER NOT A LIMITATION TO ENFORCE**

The delay or indulgence on the part of the Promoter in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Allottee(s) nor shall the same in any manner prejudice any of the Promoter's rights hereunder.

45. **NOTICES**

45.1 All letters, receipts and/or notices dispatched by the Promoter through any digital means or under Registered Post A.D. to the Allottee(s) at the address given in the Agreement as notified by the Allottee(s) shall be deemed to have been properly delivered to him on the same day if through digital mode or the 4th day of its posting if by the post. The Allottee(s) agrees to inform the Promoter in writing any change in the mailing address mentioned in this Agreement, failing which all demands, notices, etc. by the Promoter shall be mailed to the address given in the Agreement and deemed to have been served by the Promoter and received by the Allottee(s). In case of joint Allottee(s) communication sent to the first named Allottee(s) in the Agreement shall be deemed to have been sent to all the Allottee(s).

THE ALLOTTEE(S)	THE PROMOTER
Contact Address: Contact No.: Mobile No.: Email ID:	Contact Address: Contact No.: Email ID:
Kind Attention:	Kind Attention:

45.2 It is agreed between the Promoter and the Allottee(s) that any communication addressed by the Allottee(s) to the Promoter shall be in writing and shall be addressed by Registered Post A.D. at the Address as mentioned in **Clause 45.1** or on the e-mail ID of the Promoter at _____ only.

45.3 It is agreed between the Promoter and the Allottee(s) that any communication between the Promoter and the Allottee(s) will be valid and binding upon the Promoter only if the same is exchanged in the manner at the address / e-mail ID as mentioned in this Agreement and not otherwise howsoever. It is especially agreed and understood between the Promoter and the Allottee(s) that any e-mails addressed by the Allottee(s) to any other e-mail ID either of the Promoter or any Employee or Officer or Executive will be invalid and such communication shall not be binding

Promoter

Allottee(s)

upon the Promoter and Allottee(s) shall not be entitled to rely upon such e-mail communication at any time in future. The Allottee(s) hereby agree and confirm that the Promoter is not responsible or liable in any manner for any communication addressed to or carried on at any e-mail ID other than the authorized e-mail ID as disclosed in this Agreement by the Promoter.

46. LAWS OF INDIA

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 and reference to the term 'laws' shall be construed accordingly.

47. REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 AND MAHARASHTRA OWNERSHIP FLAT ACT (MOFA)

47.1 The Allottee(s) has confirmed and assured the Promoter prior to entering into this Agreement he/she has obtained legal advice and read and understood the RERA Act and the rules and regulations made thereunder and its implications thereof in relation to the various provisions of this Agreement.

47.2 The Allottee(s) has confirmed and assured the Promoter prior to entering into this Agreement he/she has obtained legal advice and read and understood the MOFA Act and the rules and regulations made thereunder and its implications thereof in relation to the various provisions of this Agreement.

47.3 The Allottee(s) is entering into this Agreement for the allotment of the said Flat with the fullknowledge of all laws, rules, regulations, and notifications applicable to this transaction, the said Building, the said Building Land, the said Land. The Allottee(s) hereby undertakes that he/she/they shall comply with and carry out, all the requirements, requisitions, demands and repairs which are required by MHADA or any Development Authority/ Municipal Corporation/ Government or any other Competent Authority in respect of the said Flat at his/her/their own cost and keep the Promoter indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

48. DOCUMENT OF TITLE

This Agreement shall constitute the document of title to the said Flat agreed to be sold hereby in favor of the Allottee(s) and no separate or further document of title by way of conveyance or otherwise will be executed by the Promoter in favor of the Allottee(s).

49. BENEFITS OF THIS AGREEMENT

The benefit of this Agreement shall be available for enforcement not only against the Allottee(s) but shall bind to the extent applicable to all the transferee(s) of the said Flat.

50. **ENTIRE AGREEMENT**

This Agreement along with its Annexure's, Schedules thereto constitutes and represents the entire agreement between the parties with respect to the subject matter hereto and supersedes, overrides and cancels any and all understandings, arrangements, any other agreements, correspondence, brochure whether written or oral. The Allottee(s) hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information, pamphlets, leaflets, brochures, literature films, hoardings, website, digital representations and virtual assets, etc. and other promotional media or medium that were shown only for the sake of advertisement (hereafter referred to "Prior and Non-Binding Discussions") given or made or represented, by the Promoter and/or their agents to the Allottee(s) and/or his/her/their agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Allottee(s) to enter into this Agreement and the same is not binding on the Promoter to provide unless specifically mentioned and agreed in this Agreement and subject to his/her/their right(s) and discretion to make changes in the same between the Promoter and the Allottee(s) which may in any manner be inconsistent with what is stated herein. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate agreement duly signed by and between the parties. The Promoter have not undertaken any responsibility nor has agreed anything with the Allottee(s) orally or otherwise and there is no implied Agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this Agreement.

51. **EXECUTION OF THE AGREEMENT IN DUPLICATE**

This Agreement is executed in duplicate. It is agreed that both the copies of the Agreement are original, one on which full stamp duty is paid is retained by the Allottee(s) and another is retained by the Promoter. Each page of the duplicate is signed by the parties.

52. **REGISTRATION AND EXECUTION OF THIS AGREEMENT**

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 Parties signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan and secondly, the parties admit for registration of the same before the concerned Sub- Registrar of Assurances as and when intimated by the Promoter. The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed

Promoter

Allottee(s)

between the Promoter and the Allottee(s), in 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 Mumbai.

53. CONCILIATION

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be referred for Conciliation to the Maharashtra Chamber of Housing Industry (MCHI) or National Real Estate Development Council (NAREDCO) or any other organisation recommended by MahaRERA for the purpose of Conciliation.

54. DISPUTE RESOLUTION

In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation & Development) Act, 2016, Rules and Regulation, thereunder.

[SPACE INTENTIONALLY LEFT BLANK]

Promoter

Allottee(s)

SCHEDULE 1 PART A – Flat details

(The details of the said Flat as sold to the Allottee(s))

All that piece and parcel of Flat, the details of which are set out as hereunder:

SR NO	PARTICULARS	DETAILS	
1	BUILDING NAME	SAYBA SAMRIDDHI	
2	FLAT NO		
3	FLOOR		
4	RERA CARPET AREA OF THE FLAT (A)	_____ (in sq.mtrs)	_____ (in sq.ft)
5	ATTACHED AREA (B)	_____ (in sq.mtrs)	_____ (in sq.ft)
6	TOTAL USABLE AREA OF THE SAID FLAT (A+B)	_____ (in sq.mtrs)	_____ (in sq.ft)

The said Flat is shown hatched in RED color on the FLOOR PLAN thereof hereto annexed as **ANNEXURE D-3** for the consideration and, on the terms and conditions as set out hereinafter.

SCHEDULE 1 PART B

(The description of the Building Land)

ALL THAT piece or parcels of land or ground Survey No. 67 to 71, C.T.S/ No. 826 (Pt), admeasuring _____ sq.mtrs or thereabout, situate, lying and being at Chembur, Taluka Kurla, TPS VI, Subhash Nagar, Chembur, Mumbai – 400 071 within the registration Sub-District Mumbai Suburban District and bounded as follows that is to say:

On or towards North : Bldg. no. 31 and Bldg. no. 28
On or towards South : D. P. Road and Bldg no. 50
On or towards East : D. P. Road and Bldg no. 51
On or towards West : D. P. Garden and Bldg no. 15

SCHEDULE 1 PART C ABOVE REFERRED TO

(The description of the said Land)

All that piece and parcel of land situated at plot bearing Survey No. 67 to 71, CTS No. 826, village Chembur, Taluka Kurla admeasuring 896.98 Sq. mtrs, TPS VI, Shubhash Nagar, Chembur, Mumbai – 400 071 within the registration Sub-District Mumbai Suburban District and bounded as follows that is to say:-

Promoter

Allottee(s)

On or towards North : Bldg. no. 31 and Bldg. no. 28
 On or towards South : D. P. Road and Bldg no. 50
 On or towards East : D. P. Road and Bldg no. 51
 On or towards West : D. P. Garden and Bldg no. 15

SCHEDULE 1 PART D
PROPOSED LAYOUT ABOVE REFERRED TO

(The Description of Layout as proposed by the Promoter on the said Land)

Sr. No.	Description	Land
1	Proposed FSI area (as per MOFA)	7,800.00 sq. mtrs.
2	Building	1
3	Area of the Land	896.98 m ²
4(a)	Basement	1 Nos
4(b)	Number of floors proposed in the Building	Ground plus 16 (sixteen) Habitable Floors plus Terrace level
5	Amenity Space	NA

SCHEDULE 1 PART E
SANCTIONED LAYOUT ABOVE REFERRED TO
(The Description of Layout as Sanctioned on the said Land)

Sr. No.	Description	Land
1	Permissible FSI	5,912.81 sq. mtrs.
2	Building	1
3	Area of Land	896.98 m ²
4(a)	Basement	1 Nos
4(b)	Number of floors in the Building	Ground plus 16 (sixteen) Habitable Floors plus Terrace level
5	Amenity Space	NA

Promoter

Allottee(s)

SCHEDULE 2 PART A
NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS AND
FACILITIES

(The Description of Common Areas provided)

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i.	NA	NA	NA	NA

SCHEDULE 2 PART B
NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS AND
FACILITIES

(The Description of Facilities/ amenities provided/to be provided within the building including in the common area of the building)

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
i.	Terrace amenities	NA	30 th June 2027	30 th June 2027	1,500 sq. ft.	Free of FSI

SCHEDULE 2 PART C
NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS AND
FACILITIES

(The Description of Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout)

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the common organization	Size/area of the facilities / amenities	FSI Utilized or free of FSI
i.	NA	NA	NA	NA	NA	NA
ii.	NA	NA	NA	NA	NA	NA

SCHEDULE 2 PART D
NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS AND
FACILITIES

(Details of the size and the location of the facilities / amenities in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout.)

	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.	NA	NA	NA	NA	NA
ii.	NA	NA	NA	NA	NA

Promoter

Allottee(s)

SCHEDULE 2 PART E
NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS AND FACILITIES
(Details and specifications of the lifts)

	Type Lift (passenger/ service/stretchers/ goods/ fire evacuation/ any other)	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	Passenger Lift	1	680	1.50
ii.	Fire Lift	1	680	1.50

SCHEDULE 2 Part F – Completion Dates for Municipal Services
(The Completion Dates for Municipal Services)

Building Name	Sewerage	Water Supply	Electricity	Drainage
SAYBA SAMIRDDHI	30 th June 2027	30 th June 2027	30 th June 2027	30 th June 2027

SCHEDULE 2 Part G – Completion Dates for Car Parking
(The Completion Dates for Car Parking for Allottee(s))

Sr. No.	Parking Type	Completion Date
1	Mechanized	30 th June 2027

SCHEDULE 3 PART A ABOVE REFERRED TO

**(Schedule of payment of Instalments of the Purchase Consideration by the Allottee/s
to the Promoter)**

Construction/Time Linked Payment Plan	% of the Purchase Consideration: Amount payable
Application Money	9.9%
On completion of Plinth Slab	20.1%

Promoter

Allottee(s)

On completion of 1st Floor Roof Slab	6.0%
On completion of 3rd Floor Roof Slab	6.0%
On completion of 6th Floor Roof Slab	6.0%
On completion of 9th Floor Roof Slab	6.0%
On completion of 12th Floor Roof Slab	6.0%
On completion of 14th Floor Roof Slab	6.0%
On completion of Top Slab	6.0%
On completion of Terrace Floor Slab	7.0%
On completion of Aluminum Window	7.0%
On completion of Electrical Fitting	8.0%
On intimation of Occupation Certificate (OC)	6.0%
	100.0%

SCHEDULE 3 PART B ABOVE REFERRED TO

(Being the amounts to be paid by the Allottee/s in accordance with this Agreement)

Payment of Other Charges	Type of Charge	Amount/Rate PSF on Aggregate Area
Repair & Maintenance Fund	Fixed	25000
Adv Maintenance Charges (12 months from date of intimation of OC)	Variable	INR 10 PSF
Share Money	Fixed	650

SCHEDULE 4 - Details of the Promoter, Architect & Engineer

(The Details of the Promoter, Architect & Engineer)

Sr. No	Name of Firm	Type of Vendor	Registration No / PAN No
1	Shanaya Star	Promoter	
2	Mr. Khan Ziaur Rehman Hifzur Rehman, Allied Consultants	RCC Consultant / Structural Engineer	
3	Ellora Project Consultant Private Limited	Architect	

Promoter

Allottee(s)

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

This page forms an integral part of the Agreement for Sale dated _____ of Flat No. _____ on the _____ floor of the said Building.

Promoter

Allottee(s)

SIGNED AND DELIVERED by the)

Within named **Promoter**)

M/S. SHANAYA STAR)

By the hands of its Partner)

)

authorized vide Authorization letter)

dated _____)

in the presence of)

1))

2))

SIGNED AND DELIVERED by the)

within named Allottee(s))

_____)

_____)

in the presence of)

1))

2))

Promoter

Allottee(s)

RECEIPT

RECEIVED on or before the execution of these presents of and from the within named Allottee(s) the sum of **Rs.** _____ (**Rupees** _____ **only**) being the amount within mentioned to be paid by him/her/them to us.

Sr. No.	Dated	Cheque/ UTR No.	Drawn on Bank	Amount (Rs.)
1				Rs. /-
2				Rs. /-
3				Rs. /-
		Total		Rs. /-

WE SAY RECEIVED

(_____)
(Authorized Signatory)
M/S. SHANAYA STAR

Promoter

Allottee(s)

COMPLIANCE WITH INCOME TAX ACT, 1961.

As required by Rule 114-B of the Income Tax Rules, 1962, the following information is furnished:

Promoter PAN	
The Allottee(s)Name	
P.A.N. No.	
The Allottee(s)Name	
P.A.N. No.	

Promoter

Allottee(s)

ANNEXURE A
(TITLE CERTIFICATE)

Promoter

Allottee(s)

ANNEXURE B
(PROPERTY CARD)

Promoter

Allottee(s)

ANNEXURE C-1
(PROPOSED LAYOUT PLAN)

Promoter

Allottee(s)

ANNEXURE C-2
(APPROVED LAYOUT PLAN)

Promoter

Allottee(s)

ANNEXURE D-1
(INTIMATION OF APPROVAL)

Promoter

Allottee(s)

ANNEXURE D-2
(COMMENCEMENT CERTIFICATE)

Promoter

Allottee(s)

ANNEXURE D-3
(FLAT FLOOR PLAN)

Promoter

Allottee(s)

ANNEXURE E1
SPECIFICATION AND AMENITIES FOR THE FLAT

STRUCTURE	RCC structure
WALLS	External: Concrete; Internal: Block work
FLOORING	Vitrified tiles flooring
KITCHEN PLATFORM	Granite kitchen platform
WINDOWS	Sliding aluminum windows
DOOR FRAME	Wooden door frames
PLASTERING	Cement based plaster
PLUMBING	Concealed plumbing
ELECTRICAL	Concealed copper wiring
PAINTING	Cement based paint
WATERPROOFING	Cement based waterproofing treatment

ANNEXURE E2
FITTINGS, FIXTURES AND EQUIPMENT IN THE FLAT

S.N.	Item of Material	Per Flat	
1.		Nos.	
2.		Nos.	
3.		Nos.	
4.		TR	

Promoter

Allottee(s)

ANNEXURE F
(RERA REGISTRATION CERTIFICATE)

Promoter

Allottee(s)

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AGREEMENT FOR SALE

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Promoter

Allottee(s)