

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** is made and executed at Mumbai on this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Twenty \_\_\_\_\_

### **BETWEEN**

**SAMAQ BUILDERS PRIVATE LIMITED** (CIN 45309MH2023PTC398021), a Company incorporated under the Companies Act, 1956, having its registered office at Shop No. 15, Chatrapati Shivaji Kutir Mandal, Opp. Equinox Business Park, Kurla Bus Depot, Agra Road, Kurla (West), Mumbai – 400070, duly represented through its Authorized Director Mr. Sakeel Salim Khan, authorized vide Board of Directors Resolution dated **23<sup>rd</sup> December 2024**, hereinafter referred to as "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successor in title and permitted assigns) of the **FIRST PART**;

### **AND**

**1) MRS. APURWA VISHAL PARDESHI 2)MR.VISHAL NANDKUMAR PARDESHI & 3) MRS. RAJASHREE NANDKUMAR PARDESHI** adult, of Mumbai, Indian Inhabitants, having their address at Room No. 505/6, Siddhivinayak Darshan Society, J.R.Boricha Marg, Opp. Kasturba Hospital, Adarsh Nagar, Jacob Circle, Mumbai, Maharashtra - 400011, hereinafter referred to as "**THE ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and in the case of a firm the partners constituting the said firm the survivors and the heirs, executors and administrators of the last surviving partner and in the case of a company its successors-in-title) of the **SECOND PART**;

### **AND**

**VICTORIA IRON AND METAL WAREHOUSING PVT LTD** (CIN U63020MH2004PTC147933), a Company incorporated under the Companies Act, 1956, having its registered office at 203, A Wing, Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400013 duly represented through its Authorized Director Mr. Rahuul Shah, authorized vide Board of Director's Resolution dated **23<sup>rd</sup> December 2024**, hereinafter referred to as "**THE LANDOWNER**" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successor-in-title and assigns) of the **THIRD PART**;

**WHEREAS :**

- a. By Deed of Conveyance dated 31<sup>st</sup> December, 2020 executed between M/s. Navkar Construction as the Vendors therein and Victoria Iron and Metal Warehousing Pvt. Ltd., as the Purchaser therein and the Landowner herein and duly stamped and registered with the office of Joint Sub- Registrar of Assurances at Mumbai-IV under registration No. BBE-4/6728 of 2021, the said Vendors did thereby sell, transfer and convey all that piece and parcel of land admeasuring 1248.34 sq.mtrs. (and rectified to 1008.36 sqmtrs.) bearing C.S. No. 241 of Lower Parel Division alongwith a building standing thereon of Ground + Three Upper Floors known "Haji Gani Chawl-128, 130 and 132 in occupation of monthly tenants (already vacated and demolished for redevelopment purpose) situated at N.M. Joshi Marg, Lower Parel, Mumbai - 400013 more particularly described in the schedule there under written which corresponds with the schedule hereunder written to the Landowner herein. (hereinafter referred to as "**the said property**").
- b. The Landowner herein had already commenced redevelopment of the said property and the entire property had been vacated and had already obtained various approvals and permissions for redevelopment of the said property.
- c. There after by Joint Development Agreement dated 23<sup>rd</sup> August 2023 executed between Victoria Iron and Metal Warehousing Pvt. Ltd. as the Owner therein and as the Landowner herein and Samaq Builders Pvt. Ltd. as the Developer therein and as the Promoter herein and duly stamped and registered with the office of Joint Sub- Registrar of Assurances at Mumbai City 1 under registration No. BBE-1/5825 of 2023, the Landowner herein thereby appointed the Promoter herein as the Co-Developer for completion of the said redevelopment project being implemented on the said property i.e. all that piece and parcel of land admeasuring 1248.34 sq.mtrs. (and rectified to 1008.36 sqmtrs) bearing C.S. No. 241 of Lower Parel Division situated at N.M. Joshi Marg, Lower Parel, Mumbai - 400013 more particularly described in the schedule there under written which corresponds with the schedule hereunder written on the terms and conditions stipulated therein.
- d. By Deed of Rectification dated 5<sup>th</sup> September 2023 executed between the Landowner herein and the Promoter herein and duly stamped and registered with office of Joint Sub-Registrar of Assurances at Mumbai city 1, under registration No. BBE-1/6110 of 2023, the Landowner herein and the Promoter herein agreed to change the name of the project and marketing material from the name of "Sumer Prime" to "Sumer Samaq Prime".
- e. By further Deed of Rectification dated 19<sup>th</sup> December 2024 executed between the Landowner herein and the Promoter herein and duly stamped and registered with office of Joint Sub-Registrar of Assurances at Mumbai city 1, under registration No. BBE-5/20768 of 2024, it is agreed between the Landowner herein and the Promoter herein that the Promoter herein shall alone be a "Promoter" under MahaRera and responsible for obligations to be complied with under MahaRera rules and regulations as well as under the present agreement.
- f. Accordingly, the Promoter herein is absolutely entitled to carry out the development of the said property more particularly described in the schedule hereunder written with the consent and confirmation of the Landowner herein.

- g. The Property Registered Card in respect of the said property more particularly described in the Schedule hereunder written is duly mutated and updated in the name of the Landowner herein.
- h. The Landowner/Promoter has till date obtained the following permissions and approvals for development of the said amalgamated property as under:
- a) MHADA No Objection Certificate (NOC) dated 16<sup>th</sup> November 2021 bearing No.P/ NOC/F-1563/9634/MRBBR 2021 (**ANNEXURE "A"**).
  - b) Last Amended dated 04.02.2025 bearing No. P-3642/2019(proposed redevelopment of property bearing CS No. 241 Lower Parel Division and other)/G/South / Lower Parel/ IOD/2/Amend (**ANNEXURE "B"**).
  - c) Commencement Certificate (C.C.) dated 7<sup>th</sup> March 2025 bearing No. P-3642/2019 (proposed redevelopment of property bearing CS No. 241 Lower Parel Division and other)/G/South / Lower Parel/FCC/1/New".(**ANNEXURE "C"**).
  - d) MahaReraRegistration Certificate dated 10<sup>th</sup> July,2024 bearing No.P51900022219.
- i. After having obtained the said requisite sanctions from the Concerned Authorities, the Landowner herein had already demolished the old buildings and had commenced construction of a new composite Rehab-cum-Sale multistoreyed building to be known as "**SUMERPRIME**" and now to be known as "**SUMER SAMAQ PRIME**" on the said property in accordance with the sanctioned building plans and permissions granted in that behalf.
- j. At present total FSI of 7215.40 Sq. Mtrs. (built up) including fungible FSI has been sanctioned for consumption in the construction and development of the said Real Estate Project. Accordingly, the Promoter has inter-alia, for the time being proposed the construction of a multi-storeyed composite building consisting of Ground+ 23 upper Floors which are likely to be increased due to uploading of additional FSI as stated hereinafter. The said building shall be known as "**SUMER SAMAQ PRIME**".A separate Mechanical/Tower Parking upto 70mtrs (upto 30 floors) shall also be constructed on the portion of the said property. The Promoter shall obtain the remaining approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said composite building. The Promoter proposes to construct building namely "Sumer Samaq Prime" on the said property in the manner as per the plans approved or to be approved by the concerned authority with such amendments and alternations as may be permitted by the authorities concerned. In the said new composite building, in the back side upto 23<sup>rd</sup> floors the existing certified tenants/occupants shall be accommodated and rehabilitated and the front side facing road shall be the Sale Component Area allotting new premises to the prospective Allottees. The ingress and egress for the rehab component tenants/occupants and for prospective Allottee/s of the Sale Component Area of the said proposed building shall be separate and independent as shown on the Plan annexed as **ANNEXURE-"D"** hereto. Even the lifts for the rehab component area and Sale Component Area shall be separate and independent.
- k. In addition to the presently sanctioned FSI of 0.00sq. mtrs. built-up area, the Promoter proposes to consume further FSI over and above the presently sanctioned





FSI in the construction and development of the said Real Estate Project. In the event such a proposal is approved by the concerned authorities and amended TOD is issued there shall be a change in the sanctioned plan of the said Building including an increase in the number of habitable floors of the said Sumer Samaq Prime building as stated hereinabove.

- l. The Promoter by itself or through or with its nominees or associate or group sister concern/s is entitled to, has acquired and/or propose to acquire and/or develop nearby lands/properties which are contiguous, adjacent and/or adjoining the said property and enter into such arrangement or agreement as it may deems fit with the holders thereof and amalgamate such lands and properties with the said property and/or sub-divide the same and/or include the same in the presently sanctioned scheme in the manner as it may deems fit. Accordingly, whenever necessary, the sanctioned layout has/will be amended from time to time. The Allottee/s has/have been explained the proposed Common Layout Plans and the Allottee/s has/have given his/her/their free and informed consent for the changes as may be necessary in the Buildings Plans and in the Common Layout Plan.
- m. In view of the aforesaid, reference to the entire project in this Agreement, shall be deemed to mean and include the development of the said entire area either nearby contiguous, adjacent and adjoining or at a distance being the properties acquired/may be acquired in future and construction thereon wherever the context so permits or requires as part of the said entire Project.
- n. This Agreement relates only to the Sale Component Area being road facing front portion of the new composite building up to the top floor of the "Sumer Samaq Prime" building as per approved/amended plans (hereinafter referred to as "**the said building**");
- o. The Allottee/s is/are desirous of purchasing a residential **Flat bearing No.2003 (Flat no S3 as per approved plan)** admeasuring **44.77** square meters Rera carpet area equivalent to **482** square feet Rera carpet area on the **20<sup>th</sup> Floor** of the said "**Sumer Samaq Prime**" building ("**the said premises**") on the terms and conditions and the consideration specified hereinafter. The RERA carpet area of the said premises means the net usable floor area of the premises, excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- p. The Promoter has appointed "I D Associates" asan Architect/L.S and has appointed "Samishthi Techno Services Consultants LLP" as a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the said Architect and the Structural Engineer (or any suitable replacements/substitutes thereof) till the completion of development of the said property/amalgamated property.
- q. The Landowner has already registered the said 'Real Estate Project' ("the Project") with the Maharashtra Real Estate Regulatory Authority ("Authority"), under the provisions of the Real Estate (Regulation and Development) Act,2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development)





(Registration of real estate projects, Registration of real estate agents, rates of interest and disclosure son website) Rules,2017("RERA Rules"). The Authority has duly issued the Certificate of Registration No. P51900022219 dated 10<sup>th</sup> July, 2024 for the Project.

- r. The Allottee/s has/have accepted the professional supervision of the Licensed Surveyor and the above referred Structural Engineers and/or any other architect or structural engineer, who may be appointed by the Promoter for the purpose of construction and completion of the said Building and till the completion of development on the said property.
- s. The Promoter has sole and exclusive right to sell the Flats in the said Sale Component Area in the said Sumer Samaq Prime Building to be constructed by the Promoter on the said property and to enter into Agreement/s with the Allottee/s of the Flats and to receive and appropriate the entire sale consideration in respect thereof.
- t. The Allottee/s has/have taken full, free and complete inspection of all the documents of title and developments rights of the Promoter relating to the said property, sanctions, permissions, approvals, including the sanctioned plans and the proposed common layout plan with adjoining lands/plots and also the designs, specifications of the said Flat prepared by the Promoter Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) and Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Acts") and the Rules and Regulations made there under including all the documents mentioned in this Agreement and the Allottee/s has/have fully satisfied himself/herself/ themselves/ itself about the same.
- u. A Certificate of Title dated 21<sup>st</sup> January 2025 issued by Mr. Sharad Wakchoure, Advocate in respect of the said property and copy of Property Registered Card showing the nature of title of the Promoter to the project land on which the said composite building is under construction have been annexed and marked as **ANNEXURE- "E" & "F"** here to respectively.
- v. The said building is being constructed on the said property and open spaces are proposed to be provided in the said project as shown on the layout plan as approved by BMC is annexed and marked as **ANNEXURE -"G"** hereto.
- w. The authenticated copy of the plan and specifications of area of the Apartment/flat agreed to be purchased by the Allottee, as sanctioned and approved by BMC is annexed and marked as **ANNEXURE-"H"** hereto.
- x. The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws and the Allottee/s, having perused all the necessary documents, deeds, and writings related to title of the Promoter to the said property and the said building along with all other documents as specified in the said Act and under this Agreement, and after being fully informed and satisfied about the same, as also about the status, approvals, sanctions and the plans in respect of the said composite building, is/are desirous of purchasing from the Promoter the said Flat on the terms and conditions and for the consideration specified hereinafter.



- Y. Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of **Rs. 17,29,416/-** (Rupees Seventeen Lakhs Twenty Nine Thousand Four Hundred & Sixteen Only) being booking amount for the Flat agreed to be sold by the Promoter to the Allottee/s (the payment and receipt whereof the Promoter does hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- Z. Under Section 13 of the said RERA Act, the Promoter is required to execute a written Agreement for Sale of the said Flat with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- aa. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase the said premises.

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

1. The Promoter shall construct the said multi-storied composite building as per the present sanction, subject to amendment, consisting of multi-storied composite building consisting of Ground+up to 70mtrs (23 upper floors) on the project land and a separate Mechanical/Tower Parking of Ground+ up to 70 mtrs (Up to 30 upper floors) shall also be constructed on the portion of the said property in accordance with the plans, designs and specifications as approved/amended by the concerned local authority from time to time and which have been seen and inspected by the Allottee's with such variations and modifications as may consider necessary or as may be required by the Government, Municipal Corporation of Greater Mumbai and/or any other local authority from time to time including with a view to consume the entire FSI potential as may be available from time to time in respect of the said property/amalgamated property till obtaining Full Occupation Certificate of the last Sale building to be constructed on the said amalgamated property and the Allottee's do hereby irrevocably consent to the same.

2. The Promoter shall be entitled to alter, amend and modify the sanctioned building Plans from time to time including with a view to consume the maximum potential FSI available in respect of the said property and to shift the unconsumed/unutilized sale FSI to any other property till obtaining Full Occupation Certificate in respect of the said composite building or last sale building to be constructed on the amalgamated layout including and not limited to the extent hereinabove disclosed and beyond without any further consent of the Allottee/s the proposed development being adequately disclosed to the Allottee/s. The Promoter however will have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the said Flat by change in area and general location, except, any alteration or addition required by Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosure already made to the Allottee/s. The Allottee/s agree/s to execute such further consents if and when required by the Promoter and/or the Planning Authority for recording the Allottee/s consent to amendments to the approved plans and the layout so long as the area of the premises to be allotted to the Allottee/s remain materially unchanged.



3. (i.) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s a residential Flat No. 2003 (Flat no S3 as per approved plan) of the type of 2 bhk admeasuring 44.77 sq. meters Rera carpet area equivalent to 482 sq. ft. Rera carpet area on 20<sup>th</sup> Floor in the building to be constructed on the said property to be known as "Sumer Samaq Prime" as shown in the Floor plan thereof hereto annexed and marked Annexure "H" for the consideration of **Rs.1,66,29,000/-** (Rupees One Crore Sixty Six Lakhs Twenty Nine Thousand Only) including the proportionate price of the common areas and facilities appurtenant to the said flat. The nature, extent and description of the common areas and facilities are more particularly described in the **Second Schedule** annexed herewith.
- 3.(ii) The Allottee/s hereby further agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s car parking space/s admeasuring having length x 5.56 mtrs. breath x 2.50 mtrs. vertical clearance and situated in the mechanical/Tower parking to be constructed on the portion of the said property.
- 3.(iii) Thus, the total aggregate consideration amount for the said flat and the said car parking space/s in the mechanical/Tower parking is **Rs.1,66,29,000/-** (Rupees One Crore Sixty Six Lakhs Twenty Nine Thousand Only).
- 4.The Allottee/s has/have paid on or before execution of this Agreement **Rs. 17,29,416/-** (Rupees Seventeen Lakhs Twenty Nine Thousand Four Hundred & Sixteen Only) as advance payment or application fee and the balance amount shall be deposited in SAMAQ BUILDERS PVT LTD RERA Designated Collection Account for Sumer Samaq Prime Bank Account No-777705130097, ICICI Bank, LBS Marg (Kurla West) Branch having IFS code ICIC0001202 situated at ICICI Bank Ltd, shop no 15, Kanakia Zillion Building, LBS Marg, Kurla West, Mumbai, Maharashtra, 400070. In addition to the above bank account, the Promoter has opened in the same bank, RERA Designated Separate Bank Account and Rera Designated Transaction Bank Account having Nos. 777705130098 and 777705130099 respectively and utilized in the following manner:

#### SCHEDULE OF PAYMENT

Sr. No.	Stage of Payment	%
1	On booking	10%
2	On Execution of this Agreement for Sale (within 45 days from the date of booking).	20%
3	On Completion of the plinth of the building in which the said Commercial Premises is located	15%
4	On completion of the 3 <sup>rd</sup> slab	5%
5	On completion of the 6 <sup>th</sup> slab	5%
6	On completion of the 9 <sup>th</sup> slab	5%
7	On completion of the 12 <sup>th</sup> slab	5%
8	On completion of the 15 <sup>th</sup> slab	5%
9	On completion of the 18 <sup>th</sup> slab	5%
10	On completion of the roof slab	5%
11	On completion of the external façade	3%
12	On Completion of the walls, Internal Plaster and flooring doors, and windows of the said Commercial Premises	3%



13	On Completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Commercial Premises	3%
14	on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the Commercial Premises are located	3%
15	on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appurtenant.	3%
16	At the time of handing over of the possession of the Commercial Premises to the Purchaser/s/Allottee/s on or after receipt of part occupancy certificate.	5%
<b>TOTAL</b>		<b>100%</b>

5. The Total Price above excludes stamp duty, registration charges, out of pocket expenses, Goods and Service Tax (GST), (consisting of tax paid or payable way of Value Added Tax, Service Tax, GST and Cess, Property Tax or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project up to the date of handing over the possession of the said flat. Any of the taxes including GST (if applicable and all other indirect and direct taxes), levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future) levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies, on Sale Price or on any other amounts payable under the Agreement or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.
6. The Allottee/s is/are aware that as per present statute, GST (if applicable) is leviable/applicable on the Sale Price payable hereunder and consequently the amount of each installment payable by the Allottee/s to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes (if applicable).The Allottee/s hereby undertake/s to pay the amount of the GST (if applicable) along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoter shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of GST (if applicable) thereon and the Allottee/s shall be deemed to have committed default in payment of amount due to the Promoter hereunder, if such payment is not accompanied with GST (if applicable).Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by the competent authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same and the



Allottee/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoter and its successors-in-title and assigns in respect thereof.

7. The Allottee/s further agree/s, undertake/s and covenant/s that while making the payment of installments of Sale Price, the Allottee/s shall Deduct Tax at Source ("TDS") as may be applicable from time to time and deposit the same in the government treasury to the credit of the Permanent Account Number of the Promoter and provide the Promoter with the certificate evidencing such deduction and deposit, within the timelines prescribed under the Income Tax Act, 1961.
8. The Total Price is escalation-free, save and except escalations/ increases due to price increase in cement, sand, steel, bricks and other necessary material etc. and also due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levie. imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
9. The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ 10.50 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Allottee/s by the Promoter.
10. The Allottee/s shall make all payments of the Sale Price due and/or payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer in the SAMAQ BUILDERS PVT LTD RERA Designated Collection Account for Sumer Samaq Prime Bank Account No- 777705130097, ICICI Bank, LBS Marg (Kurla West) Branch having IFS code ICIC0001202 situated at ICICI Bank Ltd, shop no 15, Kanakia Zillion Building, LBS Marg, Kurla West, Mumbai, Maharashtra, 400070and/or any other account in place thereof as may be communicated to the Allottee/s ("the said Account") being the account specified for the said Real Estate Project and shall be utilized by the Promoter in accordance with the guidelines and provisions of the RERA Act, 2016 and the Maharashtra Rules there under. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the said Flat, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Promoter through an account payee cheque / demand draft / pay order payable at Mumbai in the said Account. Any payments made in favour of any other account other than the said Account shall not be treated as payment towards the Sale Price for the said Flat and shall be construed as a breach on the part of the Allottee/s, in which event without prejudice to the right of the Promoter to charge interest at the Interest Rate on the amounts due, the Promoter shall be entitled to other legal remedies including but not limited to termination of this Agreement.



11. The Promoter shall confirm the final carpet area that has been allotted to the after the construction of the building is complete and the Part/Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3 of this Agreement.
12. The Allottee/s authorize/s the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.
13. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee/s, obtain from the concerned local authority Part/Occupancy and/or Completion Certificate in respect of the Flat/Apartment.
14. Time is essence for the Allottee/s. Time is also essence for the Promoter subject to force majeure circumstances (Circumstances beyond their control). The Promoter will try their level best to abide by the time schedule for completing the project and handing over the [Flat] to the Allottee/s and the common areas to the association of the Allottee/s after receiving the Part/Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided herein.
15. The Allottee/s is/are aware that the time to make the payment of installments and GST (if applicable) and all other taxes as mentioned in above is also the essence of contract and in event of delay on part of the Allottee/s to make the payment of any of the installment together with GST (if applicable) and/or any other tax (including delivering challan/certificate thereof), then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Allottee/s shall be liable to pay interest at the Interest Rate to the Promoter on all delayed payments from the due date till the date of realization thereof.
16. In the event, the Allottee/s voluntarily desire/s to cancel the Agreement for Sale of the said Flat for any reason whatsoever (save and except if the Promoter fail to offer the possession of the said Flat in terms of and within the timelines agreed under this Agreement), then Promoter shall be entitled to forfeit the amounts of the Sale Price as per prevalent law and the Allottee/s shall not be entitled to claim such amount paid by



him/her/them to the Promoter. The Allottee/s shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Flat is purchased through a broker) which brokerage shall have been already paid by the Promoter to the broker. The Promoter shall not be liable to refund GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or interest and/or otherwise. It is agreed by and between the Parties that all the amounts due and payable by the Allottee/s, as specified hereinabove, shall be deducted from the amount received by the Promoter from the Allottee/s till the time of such cancellation. The Promoter shall return the balance amount from the Sale Price (if any) to the Allottee/s within 45 (forty-five) days from the date of registration of such cancellation document.

17. The Allottee/s acknowledge/s and understand/s that the car parking space/s will be provided in separate mechanical/Tower parking which shall be in the form of mechanical/Tower parking and shall be designed to minimize the area and/or volume required for parking cars. The said Mechanical/Tower parking shall be shared by all Flat Allottee/s and occupants of Rehab Component Area (hereinafter referred to as the "Mechanical/Tower Parking"). The Allottee/s is/are aware that such Mechanical/Tower Parking involves or may involve operation of one or more machine/s for parking and removing cars and the same could be time-consuming and the Allottee/s acknowledge/s that the Allottee/s has/have no objection to the same. The Allottee/s is/are aware that the Mechanical/Tower Parking may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots.
18. The Allottee/s hereby confirm/s that the Allottee/s has/have no objection to the aforesaid and that the Allottee/s shall not park his/her/their car/s at any other place other than the mechanical/ Tower Parking on the portion of the said property. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costs and expenses of the maintenance of the Mechanical/Tower Parking and also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical/Tower Parking, if provided. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilization of the Mechanical/Tower Parking or valet parking facility or on any other ground whatsoever and howsoever arising.
19. The Allottee/s shall be bound to abide with the rules and regulations as may be framed in regard to the Parking Space/s, by the Promoter and/or the Organization (defined below). The Allottee/s hereby agree/s and undertake/s to pay all outgoings in respect of the Parking Space/s as may be levied by the Promoter and/or the Organization.
20. The Allottee/s hereby agree/s and confirm/s that the Parking Space/s shall be used for parking of personal light motor vehicles of the Allottee/s only and shall be used for lawful purposes only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Parking Space/s.
21. The Allottee/s herein agree/s and confirm/s that he/she/they shall not raise any objection to the designations/selections/allocations of parking spaces, if any, done/to



be done by the Promoter for other Allottee/s and accepts the designation of the Parking Space/s allotted to the Allottee/s herein, if any.

22. The Allottee/s is/are put to notice that all the Appurtenant Area attached to the Flats shall be exclusively used and enjoyed by the Allottee/s of the respective Flat. The Promoter shall be entitled to give on, exclusive basis, the use of the Appurtenant Area to the Allottee/s of the Flat to which such Appurtenant Area is attached. The Allottee/s have no objection to the Promoter giving to such Flat Allottee/s (as stated), the right to exclusively use the Appurtenant Area attached their respective Flats.
23. The Allottee/s agree/s not to raise any objection or grievance regarding the exclusive right to use of Appurtenant Area as stated above and undertake/s and agree/s that any obstruction of any nature to the same shall amount to a breach of this Agreement and will result in the consequence of termination there of notwithstanding possession of the said Flat (as defined below) being handed over. The Promoter hereby agrees that the Appurtenant Area attached to the Flat forms part of limited and restrictive use of common areas.
24. The Promoter hereby declares that the project land admeasures 1008.36 square meters only as on date and Promoter had planned to utilize Floor Space Index of 7215.40 sq.mtrs and an additional 35% by way of Fungible F.S.I. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations under the provisions of 33(7), 33(7) alongwith 33 (a) &(b),33(9) , 33(7)sub- clause 22 and 32(20)b and/or any other scheme implemented under the provisions of DCPR 2034 or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 7215.40 sq.mtrs and an additional 35% by way of Fungible F.S.I. as proposed to be utilized by them on the project land in the said Project and Allottee/s has/have agreed to purchase the said Flat based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI as well as additional FSI which may be available in future till obtaining Full Occupation Certificate in respect of the said composite building or last sale building to be constructed on the amalgamated property, as the case may be, on the understanding that the declared proposed FSI/increased FSI, if any, shall belong to Promoter only.
25. The Allottee/s hereby unconditionally agree/s, confirm/s and declare/s that the entire unconsumed, unutilized and residual F.S.I., if any, in respect of the said property/amalgamated property and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available as aforesaid on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations till obtaining Full Occupation Certificate in respect of the said composite building on the said property and/or the last Sale Building to be constructed on the said amalgamated property shall absolutely and exclusively belong to and be available to the Promoter alone and neither the Allottee/s nor the Organization of



Flat/shop Holders shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and the Promoter shall be absolutely entitled to shift the unutilized potential FSI by way of TDR and/or any other form to any other property as the Promoter deems fit and proper as per the applicable rules and regulations.

## 26. EVENT OF DEFAULT BY ALLOTTEES/S AND CONSEQUENCES

26.1 The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("Events of Default"):

- (i) If the Allottee/s delays or commits default in making payment of three defaults of installments of any amounts payable under this Agreement or otherwise;
- (ii) If the Allottee/s commit/s breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, IOA, CC and/or any other sanction, permission, approvals, undertakings, writings, affidavits etc.;
- (iii) If the representation, declarations and/or warranties etc. made by the Allottee/s in the present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Allottee/s is untrue or false;
- (iv) If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
- (v) If the Allottee/s is/are convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
- (vi) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s.
- (vii) If the Allottee/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Allottee/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.
- (viii) If the Allottee/s carries out any structural alteration and/or addition in respect of the said Flat and/or Said Building and/or any part thereof;
- (ix) If the Allottee/s fail/s to make payment of any outgoing/s, taxes, maintenance charges etc. in respect of the said Premises or any part thereof.

26.2 On happening or occurring of any of the Event of Default, the Promoter shall without prejudice to all other rights that the Promoter may have against the Allottee/s either under this Agreement, or in law or otherwise, give 15 (fifteen) days' notice to the Allottee/s to rectify/remedy such breach and within the notice period, the Allottee/s shall be liable to bear and pay interest at the Interest Rate on the due and payable amount. In the event, the Allottee/s fail/s to rectify/remedy the breach within the aforementioned notice period, then the Promoter shall be entitled (but shall not be obliged) to (i) forthwith terminate this Agreement ("Termination Date") and (ii) forfeit/deduct 2% of the Sale Price along with brokerage charges (if any) as and by way of agreed, genuine and pre-estimated liquidated damages and balance if any, shall be refunded to the Allottee/s without any interest within 45 (Forty Five) days from the Termination Date. It is further clarified that any profit arising from sale of the said Flat to the new Allottee/s shall be of the Promoter and the Allottee/s shall have no claim against the same.

26.3 If for making payment of the Sale Price the Allottee/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat then the same shall be subject to the consent and approval of the Promoter. In the event of the Allottee/s committing Three defaults of the payment of the installments of the Sale Price or otherwise and in the event of the Promoter exercising its right to terminate this Agreement, the Allottee/s shall and hereby undertake to clear the mortgage debt outstanding at the time of such termination. The Allottee/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks etc. stating that the Allottee/s has/have cleared the mortgage/debt/charge, within 15 (fifteen) days from the Termination Date. On receipt of such letter/no due certificate from the financial institution, banks etc. the Allottee/s shall be entitled to the refund of the amount (if any). However, the Promoter shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Allottee/s from the balance amount standing to the credit of the Allottee/s with the Promoter (if any) towards the said Flat and (paid by him/her/them to the Promoter towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Flat. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. the Allottee/s shall be entitled to the refund of the balance amount standing credited to the account of the Allottee/s (if any) with the Promoter towards the said Flat. Notwithstanding all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Allottee/s to pay the installments of the Sale Price as and when due under the terms of this Agreement and the Allottee/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Allottee/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Allottee/s shall not be permitted to raise any contention in respect of his/her/their failure to pay the installments of the Sale Price on time and on the due dates on the basis that the Allottee/s has applied for loan to such financial institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Allottee/s is rejected. In the event of the failure of the Allottee/s to pay the installments of the Sale Price the Promoter shall be entitled to enforce its rights as mentioned herein. In case, there



shall be deficit in this regard, the Allottee/s shall forthwith on demand pay to the Promoter his /her / their proportionate share to make up such deficit.

- 26.4 Notwithstanding anything contrary contained herein, in case the Allottee/s fail/s or is/are otherwise unable to make payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall, without prejudice to any other rights or remedies that it may have against the Allottee/s, including the right to terminate and forfeit the amounts as mentioned in Clause 26.2 from the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Allottee/s and the Allottee/s shall pay to the Promoter interest on all outstanding payments at along with interest calculated at the Interest Rate from the due date till the date of realization thereof.
- 26.5 All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another and other rights and/or remedies available to the Promoter under applicable law.
27. The nature, extent and description of the common areas and facilities are more particularly described in the Second Schedule annexed herewith.

## **28. POSSESSION DATE, DELAYS AND TERMINATION**

28.1 The Promoter shall offer possession of the said premises to the Allottee's on or before 30<sup>th</sup> June 2026 ("**the possession date**"). Provided however, that the Promoter shall be entitled to reasonable extension of time for offering possession of the said premises to the Allottee/s, if the completion of the Real Estate Project is delayed on account of:

- (i) war, civil commotion, Act of God as provided under the MAHA RERA Rule 10 (1) of the Rules;
- (ii) any notice, order, rule, regulation, notification or directive of the Government, and/or Competent Authority or any Court.
- (iii) of non-availability of steel, cement or other building material/s, water or electric supply or of the manufacture and supply of the other building materials.

In the event of there being delay in completion of construction and handing over possession of the Premises on account of reasons beyond the control of the Promoter, the Promoter will not be held responsible for the same and the Purchaser/s/Allottee/s shall not make any claim for damages or compensation on account of delayed possession in view of such delay being on account of reasons beyond the control of the Promoter.

- 28.2 If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for offering possession of the said premises to the Allottee/s on or before Possession Date (save and except for the reasons as stated in Clause 29.1), then the Allottee/s shall be entitled to either of the following:
- (i) call upon the Promoter by giving 30 (thirty) days written notice ("**Interest Notice**"), to pay interest at the Interest Rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent for every month of delay from the Possession Date, on the



Sale Price paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering possession of the said premises by the Promoter to the Allottee/s;

**OR**

- (ii) the Allottee/s shall be entitled to terminate this Agreement by giving 30 (thirty) days written notice to the Promoter ("**Termination Notice**"). On the receipt of the said Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Allottee/s shall complete all formalities for cancellation including but not limited to registration of Cancellation Deed, returning all original documents & correspondences etc. The Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with interest at the Interest Rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent. On Allottee/s issuing Termination Notice, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the same in the manner it deems fit and proper.

- 28.3 In case if the Allottee/s elects his/her/their remedy under sub-clause 28.2 (i) above, then in such a case the Allottee/s shall not subsequently be entitled to the remedy under sub-clause 28.2 (ii) above.

## **29. PROCEDURE FOR TAKING POSSESSION**

- 29.1 Upon receipt of the Occupation Certificate in respect of the said premises and the Allottee/s making timely payment of all the installments of the Sale Price along with all the other amounts due and payable by the Allottee/s to the Promoter including but not limited to the other amounts mentioned herein, the Promoter shall offer possession of the said premises to the Allottee/s in writing by 30 days possession notice. ("**The Possession Notice**").
- 29.2 The Allottee/s shall take possession of the said premises within 30 (thirty) days of the Possession Notice, by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter/concerned authorities. The date on which the Allottee/s take possession of the said Flat or the date of expiry of the Possession Notice, whichever is earlier, shall be deemed to be the "**Date of Possession**".
- 29.3 Irrespective of whether the Allottee/s take/s or fails to take possession of the said premises within the time provided herein above, the Allottee/s shall continue to be liable to pay the Property Tax and Maintenance and Outgoings and all other charges payable hereunder with respect to the said premises, as applicable and as shall be decided by the Promoter and all obligations of the Allottee/s effective from the date of expiry of the said 30 days of possession notice shall be deemed to be effective Date of Possession.



29.4 From the Date of Possession/deemed Date of Possession, the Allottee/s shall be liable to bear and pay his/her/theirs proportionate share of outgoings in respect of the said Property and the Real Estate Project including *inter-alia* local taxes and other indirect taxes of every nature including property tax, betterment charges, and/or the concerned local municipal authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property, Said Building, Common Areas and Amenities of Said Building (hereinafter collectively referred to as "**The Maintenance and Outgoings**"). In the event of the Allottee/s fail to pay the charges and installments as stipulated here in above on due dates, the promoter shall be entitled to charge 18% p.a. interest till the realization of the amount.

29.5 Until Organizations is/are formed and the Organization/s conveyance is/are executed and registered in favour of the Organization/s, the Allottee's shall pay to the Promoter his/ her/theirs proportionate share of Property Tax and Maintenance and Outgoings as may be determined by the Promoter from time to time, at its sole discretion. At the time of handing over possession of the said premises, the Allottee's shall pay to the Promoter the sum as mentioned herein by way of deposit towards payment of his/her/theirs proportionate share of Property Tax and Maintenance and Outgoings. The amounts so deposited by the Allottee/s with the Promoter shall not carry any interest and remain with Promoter until the Deed/s of conveyance of the Property of Organization is/are executed and registered in favour of the Organization/s. Upon execution of the Organization/s conveyance as aforesaid, the deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Organization.

29.6 If within a period of five years from the possession date/deemed possession date, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said premises completely attributable only to the Promoter, then, after physical verification of claim by Promoter Architect, such defects will be rectified by the Promoter.

### 30. USAGE

The Allottee/s shall use the said premises only for residential purpose and not for any other activity. The Allottee/s shall use the Parking Space/s, if allotted, only for the purpose of keeping or parking of the Allottee/s own light motor vehicle. The Allottee/s will use the Appurtenant Area/ies, if allotted, only for lawful purposes.

### 31. ORGANISATION AND TRANSFER

31.1 The Promoter, in accordance with the local laws as permitted under the said RERA Act and at the cost and expenses of the Allottee/s of the Sale Component area in the said Sumer Samaq Prime composite Building (including Common Areas and Amenities of said Building), shall form and shall try to form and register a new separate cooperative society under the provisions Maharashtra Co-operative Societies Act 1960 or Condominium under the Maharashtra Apartment Ownership Act or Limited Company after receiving the entire purchase consideration from the Allottee/s for the supervision, operation and management including maintenance, repairs

and/renovation of the said Sale Component Area (including proportionate Common Areas and Amenities of the said composite Building) to be known by such name as the Promoter may decide (such co-operative society of Allottee/s in the said Building shall hereinafter be referred to as the "**said Organization**"). The Promoter also try to form and register a separate cooperative housing society of the Rehab Component Area. However, if due to any reason formation and registration of separate societies of the Sale Component Area and Rehab Component Area is not possible, then in that event a single cooperative housing society/condominium/company, as the case may be, will be formed and registered and the Allottee/s of the Sale Component Area and the Occupants of Rehab Component Area shall be included /admitted in / to the said new Organization.

31.2 The Promoter intends that the new society/ies/ Organization/s/Association/s jointly (herein after referred to as "the society/ies/ Organization/s/Association/s") or a single society or Apex Society, as the case may be, will look after, manage and maintain the common areas, common roads, common service lines including drainage, gas, electric water pipe lines, cable and other service lines, common amenities, common garden in the said composite building and the said mechanical/tower parking to be constructed on the said property.

31.3 The Allottee/s shall, along with other Allottee/s of flats/units in the said Building, join in forming and registering the said separate or single Organization and for this purpose also from time to time, the Allottee/s shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the said Organization/s and for becoming a member thereof, including the bye-laws of the Organization and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the Organization/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws of the Organization, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.

31.4 It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats and unallotted car parking spaces in the mechanical/tower parking and Appurtenant areas in the said Building and in the said parking tower respectively shall at all times be and remain the absolute property of the Promoter, and the Promoter shall be unconditionally entitled to and have full right, absolute power and authority to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s nor the Organization shall object to or dispute the same. On Promoter intimating to the Organization/s, the name or names of the Allottee/s of such unsold flats/units, car parking spaces and Appurtenant areas, the Organization/s shall forthwith accept and admit such allottee/s as their member/s and shall forth with issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by Promoter from such Allottee/s towards charges, development charges, legal charges etc. It is further



clarified that for sale of such flats and allotment of such car parking spaces and Appurtenant Areas, the Promoter shall not be liable to take any permission/consent of the Organization/s.

- 31.5 The Allottee/s shall pay to the Promoter/Organization/s the proportionate share of Maintenance and Outgoings (*defined below*) and Property Tax (*defined below*) in respect of the said flats immediately before taking possession of the said flats or being offered by the Promoter, whichever is earlier.
- 31.6 All costs, charges and expenses including the costs towards (a) formation of the Organization/s, (b) preparing, engrossing, stamping and registering the Organization/s Conveyance(*defined below*) and all other ancillary and incidental deeds, documents required to be executed by the Promoter for effectively conveying the said Property in favour of the Organization/s, (c) the entire professional fees of the Attorneys engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Organization/s and its members / intended members including the Allottee/s and the Promoter shall not be liable to contribute anything towards such expenses.
- 31.7 The overall scheme of the development of the said property including the Sale Component Area is presently being carried out under the provisions of the DCPR-2034. The said property will be conveyed by the Landowner herein in accordance with the applicable local law within 12 months of obtaining Full Occupation Certificate in respect of the said Sumer Samaq Prime Building and the said mechanical/tower parking, either jointly to the Organization/s of Sale Component Area and Organization/s of Rehab Component Area in proportion to the FSI utilized in the Sale Component Area and Rehab Component Area with exclusive areas and amenities being reserved earmarked for the said Organizations respectively or to a single organization of the entire building, as the case may be. It being clarified that the Organizations of Sale Component Area and Rehab Component Area respectively, in the event of a joint conveyance, shall have an undivided right, title and interest in the said property in proportion to the FSI utilized in constructing the Sale Component Area and Rehab Component Area. Nature of title of the said property which the Promoter and the Landowner herein shall give to Organization of the Sale Component Area and Rehab Component Area shall only be by way of Conveyance of the said property by Landowner herein in accordance with the law either jointly or separately or single Conveyance at the sole discretion of the Promoter. The terms embodied in this Clause are one of the principal, material and fundamental terms on which the said Premises is agreed to be sold to the Allottee/s herein.
- 31.8 The Promoter shall take the necessary steps for causing the execution of the Conveyance Deed either joint or several, in the manner stated in Clause 31.7 herein above from the Landowner in favour of the Organizations of Sale Component Area and Rehab Component Area or towards Single Organization, as the case may be ("**Organisation Conveyance**") and transfer to the said Organization/s all areas, spaces, common areas, facilities and amenities in respect of the Real Estate Project constructed on the said property ("**Property of Organization/s**").

- 31.9 At the time of registration of conveyances of the said structure of the building alongwith the land underneath and appurtenant thereto, the Allottee/s shall pay to the Promoter, the Allottee/s's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance in respect of the structure of the said Building alongwith the land underneath and appurtenant thereto to be executed in favour of the said Society/ies/Company/Association etc.
- 31.10 It is agreed that the Promoter shall cause Landowner to execute the Organization conveyance in favour of the Organization of the Sale Component Area and occupants of Rehab Component Area or to the single organization in the manner provided above only after Promoter have;
- (i) utilized, consumed, loaded etc. entire Floor Space Index (including fungible and incentive) ("FSI"), potential, yield of the said property and/or Transferable Development Rights ("TDR") available and permissible;
  - (ii) completed the construction of the Real Estate Project;
  - (iii) received all the amounts from the Allottee/s including the entire Sale Price from all the Allottee/s hereof in respect of Sale Component Area;
  - (iv) The Allottee/s shall at no time demand partition of the Real Estate Project and/or said property and/or his/her/their interest, if any, therein and the same shall never be partitioned.
- 31.11 It is agreed that one month prior to the execution of the Organization conveyance, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable, if any, on the Organization conveyance. The Allottee/s alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on the Organization conveyance and/or all other ancillary and incidental documents.
- 31.12 The Promoter shall be entitled, but not obliged to, join as a member of the Organization in respect of unsold units, if any, in the Real Estate Project.
- 31.13 The Promoter shall sell/allot all Flats, car parking spaces intended to be constructed on the said Property with a view that, ultimately all the allottee/s of flats/shops in the said Building shall be admitted to the Organization as members. It is agreed and clarified that Promoter shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the unsold units and unallotted car parking spaces in the mechanical/tower parking separately and independently and the Allottee/s of all the such flats, car parking spaces in the said Building shall be admitted to the Organization's Allottee/s and/or their successors-in-title shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as Promoter and/or the said Organization may require for safeguarding the interest of Promoter in the property of the Organization.
- 31.14 Post execution of the Organization conveyance, the Organization shall be responsible for the operation and management and/or supervision of the Property of the Organization and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.



32. **RIGHTS IN THE SAID FLAT AND USE OF COMMON AREAS AND AMENITIES**

- 32.1 It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted to the said premises only and such right will accrue to the Allottee/s only on the Allottee/s making payment of all the amounts including the Sale Price to the Promoter strictly in accordance with this Agreement and only on the Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold flats, car parking spaces, Appurtenant Areas, portion or portions of the said Building including Common Areas and Amenities of the said Building as setout herein, shall always be the sole and absolute property of the Promoter till registration of the Deed of Conveyance in favour of new Organization/s. The Allottee/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or deal with and dispose off all other unsold flats and car parking spaces and portion or portions of the said property in the manner deemed fit by the Promoter without any consent or concurrence of the Allottee/s or any other person. The Allottee/s are aware that recreational facilities, which may be made available for the use and enjoyment of the Allottee/s shall also be available to the other holders/owners/occupiers of various premises in the said Building.
- 32.2 It is expressly agreed that the said Flat contains specifications, fixtures, fittings and amenities as set out in **ANNEXURE-"I"** hereto and the Allottee/s confirm/s that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat.
- 32.3 The Allottee/s are aware of and agree/s to abide by and adhere to the following terms and conditions pertaining to the use, enjoyment and outgoings in respect of the Common Areas and Amenities of the said Building as follows and the Allottee/s agree/s that:
- (i) the Promoter shall always be entitled and will have all the right, title and interest in respect of the Common Areas and Amenities of the said Building and will be entitled to deal with and dispose off the same in such manner as the Promoter may deem fit till the registration of the Organization Allottee's.
  - (ii) all the Allottee/s of the Sale Component Area in the said Building will be permitted to use the Common Areas and Amenities of the said Building to the exclusion of occupants of Rehab Component Area or on such terms and conditions as the Promoter and Organization/s may deem fit.
  - (iii) Breach of any of the above terms and conditions pertaining to the use of the Common Areas and Amenities shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoter may have against the Allottee/s either under this Agreement or otherwise, the Promoter shall have the right to terminate this Agreement on the breach of any of the conditions contained in this Clause.

**33. PROPERTY TAX**

- 33.1 In addition to the entire Sale Price, Maintenance and Outgoings and the other charges specified hereunder, the Allottee/s shall all be liable to pay to the Promoter or Organization/s, as the case maybe, his / her / their / its proportionate share of the property tax payable in respect of the entire layout being constructed on the said property ("**Property Tax**").

33.2 It is clarified that the proportionate share of the Property Tax payable by the Allottee/s of Sale Component Area shall be calculated at the rate at which the municipal authorities calculate property tax payable for the respective categories i.e. Commercial/Residential etc.

33.3 Breach of any of the above terms and conditions pertaining to payment of Payment of Property Tax shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoter may have against the Allottee/s either under this Agreement or otherwise, the Promoter shall have the right to terminate this Agreement on the breach of any of the conditions contained in this Clause.

33.4 Without prejudice to the right of Promoter to charge interest as stated hereinabove, on the Allottee/s committing default in 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 committing three defaults of payment of installments, the Promoter shall at their own option, may terminate this Agreement and forfeit 2% of the part consideration paid till date and refund the balance to Allottee/s as stated hereinabove;

33.5 Provided that, Promoter shall give notice of fifteen (15) days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and/or mail at the e-mail address provided by the Allottee/s, of termination of this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, the said Agreement will be automatically to be considered as terminated and cancelled.

33.6 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty (30) days of the termination, the installments of sale consideration of the premises which may till then have been paid by the Allottee/s to the Promoter.

#### **34. OTHER CHARGES**

34.1 The Allottee/s shall on or before delivery of possession of the said Flat keep deposited with the Promoter, the following amounts:-

- (i) Rs.600/- for share money, application entrance fee of the Society/Organization/ Limited Company/Federation/.
- (ii) Rs.10,000/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs.15/- Per sq. ft. per month on carpet area for 12 Months for proportionate share of property tax and other taxes in respect of the said Flat/Apartment payable to Promoter/ Society or Limited Company/Federation/Apex body.
- (iv) Rs.12/- Per sq. ft. per month on carpet area for 24 Months for proportionate share of Maintenance and other charges in respect of the said premises payable to Promoter/ Society or Limited Company/ Federation/Apex body.



- (v) Rs.1,00,000/- For Deposit towards Water and Electric meter in respect of the said Flat/Apartment/Society or Limited Company/ Federation/Apex body.
- Vi) Rs. 25,000/- for Electric Expenses.
- Vii) Rs. 15,000/- for Legal charges of the Advocate.

34.2 The Promoter shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned in the Clause 35.1 hereinabove. It is hereby clarified that the aforesaid amounts does not include the dues for electricity, gas and other bills for the said Premises and the Allottee/s shall be liable to pay electricity, gas and other bills for the individual meters separately.

34.3 It is further clarified that the list and amount of charges mentioned in the Clause 35.1 hereinabove is/are only indicative and not exhaustive and the Allottee/s agrees to pay to the Promoter, such other charges under such heads as the Promoter may indicate.

35. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represent to the Allottee/s as follows:

- (i) The Promoter with the confirmation of the Landowner herein have clear and marketable title/development rights in respect of the said project land as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
- (ii) The Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- (iv) There are no litigations pending before any Court of Law with respect to the project land or Project except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- (vi) The Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;



- (vii) The Promoter has not entered into any agreement for sale and/or Joint development agreement or any other agreement/arrangement, save and except with the Landowner herein, with any other person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Allottee/s under this Agreement;
- (viii) The Promoter confirm that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Allottee/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance Deed of the said land and the said building to two societies jointly of Allottee/s of Sale Component Area and occupants of Rehab component area or a single society, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area of the said Building to the said two society jointly or to the single society of the Allottee/s and occupants of rehab component area;
- (x) 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;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

36.

**REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:**

The Allottee/s for himself/herself/themselves with intention to bring all persons into whosever hands the said premises may come, hereby covenant/s with the Promoters as follows:-

- (i) To maintain the premises at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the said premises is taken or 30 days of its been offered to Allottee/s and shall not do or suffer to be done anything in or to the building in which the premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the premises is situated and the premises itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which



the premises is situated, including entrances of the building in which the premises is situated and in case any damage is caused to the building in which the premises is situated or the premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- (iii) To carry out at his/her/their own cost all internal repairs to the said premises and maintain the premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the premises is situated or the premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s will be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the premises is situated and shall keep the portion, sewers, drains and pipes in the premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the premises without the prior written permission of the Promoter and/or the Society or the Limited Company.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the project land and the building in which the premises is situated.
- (vii) Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the premises is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the premises by the Allottee/s for any purposes other than for purpose for which it is sold.



(ix) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the premises until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.

(x) The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xi) Till a Conveyance of the structure of the building in which premises is situated is executed in favour of two societies jointly or to a single 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 wing/buildings or any part thereof to view and examine the state and condition thereof.

37. 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 formation 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.

38. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the project land is transferred to the two societies jointly or to a single society as hereinbefore mentioned.

39. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

(i) The Promoter have till date not availed any construction finance from any bank and they have not created charge on said Property more particularly described in the First schedule hereunder written being Project known as "Sumer Samaq Prime" registered with MahaReraunder RERA Registration No - P51900022219.

(ii) The Allottee/s hereby grant/s his/her/their irrevocable consent to the Promoter mortgaging the said land and Sale component of the composite building/any portion of





the said the Real Estate Project to enable the Promoter to raise the required funds for the development of the Real Estate Project and/or Said Composite Building. The Promoter shall clear the mortgage debt in respect of the Real Estate Project in all respects before causing the Landowner herein to execute the Organization Conveyance in the manner provided in this Agreement.

(iii) The Allottee/s do and each of them do hereby agree that the consideration payable by the Allottee/s unto the Promoter herein, will be deposited into the designated "SAMAQ BUILDERS PVT LTD RERA Designated Collection Account for Sumer Samaq Prime Bank Account No- 777705130097, ICICI Bank, LBS Marg (Kurla West) Branch having IFS code ICIC0001202 situated at ICICI Bank Ltd, shop no 15, Kanakia Zillion Building, LBS Marg, Kurla West, Mumbai, Maharashtra, 400070" being opened by the Promoter with the ICICI Bank and/or any other bank as the Promoter deems fit and proper and there from the amounts will be transferred to the "Rera Designated Sumer Samaq Prime Separate Bank Account" and "Rera Designated Sumer Samaq Prime Transaction Bank Account".

40. **BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar. If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration application of the Allottee/s may be treated as cancelled and the Promoter shall be entitled to forfeit all sums deposited by the Allottee/s in connection therewith including the booking amount.

41. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ plot/building, as the case may be.

42. **RIGHT TO AMEND**

This Agreement may only be amended through written consent of all the Parties hereto.

43. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S /SUBSEQUENT ALLOTTEE/S:**

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



44. **SEVERABILITY**  
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
45. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**  
Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the premises to the total carpet area of all the premises in the Project.
46. **FURTHER ASSURANCES**  
Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
47. **PLACE OF EXECUTION**  
The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Mumbai 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.
48. The Allottee/s shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Allottee/s and Promoter will attend such office and admit execution thereof.
49. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective addresses specified below:



**i) Name of Allottee/s:**  
**Mrs. Apurwa Vishal Pardeshi,**  
**Mr. Vishal Nandkumar Pardeshi,**  
**Mrs. Rajashree Nandkumar Pardeshi,**  
**Notified Email ID: bhojaps@gmail.com**

**ii) The Promoter's Address:**  
Samaq Builders Pvt. Ltd.,  
Shop No. 15,  
Chhatrapati Shivaji Kutir Mandal,  
Opp. Equinox Business Park,  
Kurla Bus Depot, Agra Road,  
Kurla (West),  
Mumbai – 400 070.  
Kind attention:-  
**Notified Email ID: [info@samaqgroup.com](mailto:info@samaqgroup.com)**

**iii) The Landowner's Address:**  
Victoria Iron and Metal Warehousing Pvt. Ltd  
203, A Wing, Peninsula Corporate Park,  
Ganpatrao Kadam Marg, Lower Parel,  
Mumbai- 400 013.  
Kind attention:-  
**Notified Email ID: [customercare@sumergroup.co.in](mailto:customercare@sumergroup.co.in)**

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

50. **JOINT ALLOTTEE/S**  
That in case there are Joint Allottee/s all communications shall be sent by the promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

51. **STAMPDUTY AND REGISTRATION: -**  
The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s alone.

52. **DISPUTE RESOLUTION: -**  
Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the MAHA RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations made there under.

53. **GOVERNING LAW**

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

**IN WITNESS WHEREOF** the parties hereto have put their respective hands the day and the year first hereinabove written in the presence of attesting witness

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

(The description of the said property)

ALL THAT piece or parcel of land or ground together with the messuage tenement or dwelling house standing thereon known as "HAJI GANI CHAWL-128, 130, 132" and consisting of three buildings each having ground plus one storey (since demolished and which were fully occupied by Ninety-one tenants) situate, lying and being at N.M. Joshi Marg Lower Parel, Mumbai 400013 in the Registration Sub-District of Bombay City and Bombay Suburban and containing by admeasurement 1008.36 sq. mtrs. or thereabouts and registered in the books of the Collector of Land Revenue under Cadastral Survey No.241 of Lower Parel Division and assessed by the Assessor and Collector of Municipality Rates and Taxes under G-Ward No.2300(3), 2300(2) and 2300(1) and Street NO.128, 128A, 128B, 130, 130A, 130B, 132, 132A, 132B, N.M. Joshi Marg and bounded as follows:

On or towards West : Queen Spinning Mills;  
On or towards North : Queen Spinning Mills;  
On or towards South : Passage separate properties of  
Daulatram Ramkrishna & Rustom  
D. Sethna.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(Description of the Common/Limited common areas and facilities)**

1. Automatic Passenger elevator - 2 No's.
2. One Society Office.
3. Fire Fighting System
4. Earthquake resistant RCC Design.
5. Rainwater Harvesting
6. Land scaping
7. Common areas like entrance lobby lifts, staircase, common passage leading to Apartment, top terrace, water tanks, peripheral open space etc.





SIGNED, SEALED AND DELIVERED )  
by the within named "**THE PROMOTER**" )  
**SAMAQ BUILDERS PVT. LTD** )  
Through its authorized Director )  
**MR. SAKEEL SALIM KHAN** )  
in the presence of ..... )  
1.  
2.

SIGNED SEALED AND DELIVERED )  
By the within named "**THE ALLOTTEE/S**" )  
**MRS. APURWA VISHAL PARDESHI** )  
**MR.VISHAL NANDKUMAR PARDESHI** )  
**MRS. RAJASHREE NANDKUMAR PARDESHI** )  
in the presence of..... )  
1.  
2.

SIGNED, SEALED AND DELIVERED )  
by the within named "**THE LANDOWNER**" )  
**VICTORIA IRON AND METAL** )  
**WAREHOUSING PVT. LTD** )  
Through its authorized Director )  
**MR. RAHUUL SHAH** )  
In the presence of..... )  
1.  
2.



**RECEIPT**

1) MRS. APURWA VISHAL PARDESHI 2)MR.VISHAL NANDKUMAR PARDESHI &  
3) MRS. RAJASHREE NANDKUMAR PARDESHI have paid a sum of **Rs. 17,29,416/-**  
(Rupees Seventeen Lakhs Twenty Nine Thousand Four Hundred & Sixteen Only) by Two  
Transaction.

1. Rs. 12,10,591 by RTGS dated 28.12.2024.
  2. Rs. 5,18,825 by RTGS dated 28.12.2024.
- as detailed below:

A	Towards part of the Sale Consideration/Purchase Price	Rs. 17,29,416/-
B	Add- GST @ 5% on above A	Rs.---/-
C	Total of (A + B)	Rs. 17,29,416/-
D	Less - TDS @ 1% on above A	Rs.---/-
	<b>TOTAL SUM RECEIVED</b>	<b>Rs.17,29,416/-</b>

(Rupees Seventeen Lakhs Twenty Nine Thousand Four Hundred & Sixteen Only)

WE SAY RECEIVED,  
For **SAMAQ BUILDERS PVT. LTD**

Authorized Signatories





**ANNEXURE "I"**  
**LIST OF AMENITIES**

**LIST OF AMENITIES, FURNITURE AND FIXTURES IN THE FLAT**

1. Vitrified tiles flooring in entire flat.
2. Kitchen will have a granite platform with stainless steel sink.
3. Designer bathrooms with counter top wash basin and ceramic dado up to full height.
4. Superior quality sanitary fixtures and concealed plumbing.
5. Aluminum sliding windows.
6. Good quality electrical fittings concealed copper wiring with adequate light and power points.
7. TV, Telephone and Computer point in every flat.
8. Quality flush doors with elegant fittings.
9. Excellent construction with structural safety against earthquake up to Zone III.
10. Spacious well-decorated lift lobbies on all floors.
11. Impressive entrance hall with security counter and intercom system.
12. Fire protection system with sprinklers and smoke detectors an designed area.
13. Fitness Centre.
14. Society Office.

\*\*\*\*\*

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\*\*\*\*\*

**BETWEEN**

**SAMAQ BUILDERS PVT.LTD.**

**...THE PROMOTER**

**AND**

**MRS. APURWA VISHAL PARDESHI**

**MR.VISHAL NANDKUMAR PARDESHI**

**MRS. RAJASHREE NANDKUMAR PARDESHI**

**...THE ALLOTTEE/S**

**AND**

**VICTORIA IRON AND METAL WAREHOUSING  
PVT.LTD.**

**...THE LANDOWNER**

