

Date:

To,
Allottee

Sub : Letter of Allotment for Reservation of Flat No._____, on _____ Floor in Building No. _____, Wing _____ admeasuring _____ sq. meters RERA carpet area (the “*Unit*”) in a project known as “**Shikara Heights Phase - I**”.

Dear Sir/ Madam,

Heartily Congratulations!!!

1. We are delighted to inform you that you have been allotted Flat No._____, on _____ Floor in Building No. _____, Wing _____ admeasuring _____ sq. meters RERA carpet area (the “*Unit*”) in a project known as “**Shikara Heights Phase - I**” (the “**Project**”) situated at C.S. No. 11 (Part) and S. No. 6 (Part) particularly known as Trilochan Co-operative Housing Society Limited, situated at Sardar Nagar No. 2, Sion Koliwada, Mumbai – 400022 (the “**Society**”).
2. You have stated that you have perused the RERA portal, the approved Plans, title search report of said Land, title certificate, title documents, revenue records, development permissions, future development plan and other documents evidencing the approval of project by competent authority, Registration Certificate bearing No. _____ under RERA and Architect’s Certificate certifying the area of Unit, and terms of draft “Agreement for Sale” which have been accepted by you in toto.

3. We have informed you and you are aware that we have acquired redevelopment rights for said Land from Trilochan Co-Operative Housing Society Limited (“*Society*”) vide ‘Agreement for Development’ dated 03rd November, 2010. The said Agreement for Development is duly registered on 03rd November, 2010 with the Sub-Registrar of Assurance at Mumbai II bearing registration No. 8838/2010.
4. We have represented you that we will be developing said Project in first phase as per said Commencement Certificate. Further on said Land we have represented to you that, we have proposed to develop Phase – 2 by utilizing the future additional FSI, TDR or any Incremental FSI / building potential FSI which will be loaded on the Upper Floors of the Free Sale Building referred as (the “**Phase – 2**”).
5. You further undertake and assure to us that you shall not raise any objection or seek either any cost, interest, compensation by whatever name called or seek cancellation of the agreement on the basis of revision of the sanctioned plan as mentioned in Clause No. 4.
6. You have stated that considering the said Unit can be reserved at competitive pricing with facility of deferred payments based on stage of completion. Accordingly, you are agreeable to bear the project risk in return of lower pricing and facility of deferred payment.
7. Now upon your request and after considering the payment schedule offered by you we are pleased to reserve for you the said Unit, for said Consideration upon the following further preliminary terms & conditions.

8. The consideration for the Unit as agreed by you shall be paid in the following manner, time being essence of contract:

(the “Payment Schedule for Wing “A””)

Sr. No.	Process of Work	Consideration payable in percentage
1	Earnest Money	2.00%
2	Booking Amount (within 7 days from Earnest Money)	3.00%
3	On Execution of Agreement (within 30 days from Date of Booking)	5.00%
4	On Completion of Excavation	20.00%
5	On Completion of Plinth	15.00%
6	On Completion of 3rd Slab	5.00%
7	On Completion of 6th Slab	4.00%
8	On Completion of 9th Slab	4.00%
9	On Completion of 12th Slab	4.00%
10	On Completion of 15th Slab	4.00%
11	On Completion of 17th Slab	4.00%
12	On Completion of Brickwork, Internal Plastering, Flooring, Doors & Windows	5.00%
13	On Completion of Sanitary Fittings, Construction of Staircase, Lift Wells & Lobbies	5.00%
14	On Completion of External Plumbing, External Plastering, Elevation, Terrace with Water Proofing	5.00%
15	On Completion of Lifts, Water Pumps & Electrical Fittings	5.00%
16	On Completion of Electro, Mechanical & Environmental Required	5.00%
17	At the time of Possession	5.00%
	Total	100.00%

(the “Payment Schedule for Wing “B” & Wing “C”)

Sr. No.	Process of Work	Consideration payable in percentage
1	Earnest Money	2.00%
2	Booking Amount (within 7 days from Earnest Money)	3.00%
3	On Execution of Agreement (within 30 days from Date of Booking)	5.00%
4	On Completion of Excavation	20.00%
5	On Completion of Plinth	15.00%
6	On Completion of 3rd Slab	3.50%
7	On Completion of 6th Slab	3.50%
8	On Completion of 9th Slab	3.50%
9	On Completion of 12th Slab	3.50%
10	On Completion of 15th Slab	3.50%
11	On Completion of 17th Slab	3.50%
12	On Completion of 21st Slab	4.00%
13	On Completion of Brickwork, Internal Plastering, Flooring, Doors & Windows	5.00%
14	On Completion of Sanitary Fittings, Construction of Staircase, Lift Wells & Lobbies	5.00%
15	On Completion of External Plumbing, External Plastering, Elevation, Terrace with Water Proofing	5.00%
16	On Completion of Lifts, Water Pumps & Electrical Fittings	5.00%
17	On Completion of Electro, Mechanical & Environmental Required	5.00%
18	At the time of Possession	5.00%
	Total	100.00%

Apart from the above, you shall also pay GST as per prevalent rates and rules and regulations (the “*Statutory Taxes*”) and Stamp duty and Registration charges as applicable and Rs. _____/- on account of legal and documentation charges (the “*Processing Charges*”). Statutory charges and procedural charges shall be paid by you within 30 days from the date of this letter.

9. You shall pay any statutory taxes, any additional rate of statutory taxes, GST, additional stamp duty and additional registration charges on Consideration as may be applicable from time to time.
10. You shall obtain a mutually approved draft copy of the “Agreement for Sale” from our office and shall take immediate steps to get the same duly stamped under the Stamp Act and registered under the Registration Act, 1908. We undertake to make ourselves available through authorized representatives for the purpose of registration at the notice of fifteen (15) days from you. We shall not be liable under any law for any delay, laches and / or negligence shown by you in presenting the “Agreement for Sale” for execution and registration before the competent authority.

11. We are entitled at our discretion to terminate this reservation in the event of you committing default in payment on due date of any amount due and payable by you to us under this reservation (including your proportionate share of taxes levied by competent authority and other outgoings) and on you committing breach of any of the terms and conditions herein contained.
12. Upon termination of this reservation, we shall deduct cancellation charges of a sum of Rs. _____/- (Rupees in words _____ Only) from the amount received.
13. Upon termination of this reservation/Agreement for Sale and registration of the cancellation deed under the Registration Act, 1908, we shall refund you the instalments of sale price of the Unit as per the terms mentioned in the said agreement. We are not liable to refund the taxes and other statutory charges collected from you till the date of termination of the agreement.
14. We shall at our discretion, be entitled to charge to you simple interest at the rate of SBI highest marginal cost + 2%, on all the amounts which become due and payable by you under the terms of this agreement from the date the said amount is payable till the date the amount is actually paid. However, such entitlement of interest shall not be deemed to be a waiver of our right to terminate the agreement as per the provisions of the agreement.
15. We will allow the Possession of the said Unit to you only after receiving the entire amount of Consideration, all other receivables and after necessary documentary compliance from your side.
16. You shall use the Unit strictly for the purpose for which it is allotted. No change of user will be permitted except by the competent authority. You agree that you will not transfer/ assign the benefits of this reservation without our previous written consent and without first making full payment of Consideration. Any transfer/ assignment without our written permission will be *void – ab – initio*.
17. You agree to sign all applications, papers and documents and do all such acts, deeds and things as we may require for safeguarding the interest in the said Entire Project.
18. In case you require a site visit, prior written permission from the undersigned is necessary. We will not be responsible for any accident or mishap that may happen on site either to you or to any of your family members or friends.
19. In respect of any amount remaining unpaid under this Reservation including taxes on consideration, we will have a first lien and charge on the said Unit.

20. Nothing in this letter will be deemed as demise of any right, title and interest in the said Unit or the property. This reservation merely entitles you to enter into an “Agreement for Sale” at a future date upon payment of agreed Consideration as per the payment schedule mentioned herein above.

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21. It is also agreed and understood that this allotment letter will stand overridden by executed and registered "Agreement for sale" in respect of said Unit.

For

Shikara Constructions Pvt Ltd.

Shri Ashok B. Mehra

Managing Director

We hereby confirm the terms and conditions of this letter.

(Shri / Smt) PAN No. _____
ALLOTTEE Aadhaar No. _____

WITNESSES:

(1) _____

(2) _____

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AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is made at Mumbai on this _____ day of _____, 20____.

BETWEEN

SHIKARA CONSTRUCTIONS PRIVATE LIMITED, (PAN- AAKCS3917P) (CIN - U45200MH2002PTC137780) a Company, incorporated and registered under the provisions of The Companies Act, 1956, having its registered office address at 204, Bezzola Complex, Opp. Suman Nagar, Sion – Trombay Road, Chembur, Mumbai – 400 071 through its Managing director Shri Ashok Banshiram Mehra authorized vide resolution dated _____ appended hereto as **Annexure A** the said “**PROMOTER**” (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include its directors, shareholders their respective successors in title and assigns) the party of **FIRST PART**;

AND

SHRI / SMT _____ (PAN - _____) Indian inhabitant, Age ____ Years, Occupation _____, having address at _____, (the “**ALLOTTEE**”) (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her heirs, executors, administrators, nominees and/or assigns) party of **SECOND PART**;

The Promoter and Allottee shall be collectively referred as “**PARTIES**”.

WHEREAS:

- A. The Registrar of Co-operative Societies issued certificate bearing Registration No. Reg. No. BOM/HSG./6008/1980 dated 26th February, 1980 for registering **TRILOCHAN CO-OPERATIVE HOUSING SOCIETY LIMITED** (the “**Society**”) under the provisions of Maharashtra Co-Operative Societies Act, 1960.
- B. Vide ‘Indenture of Lease Deed’ executed dated 13th October 2010 Maharashtra Housing and Area Development Authority (“**MHADA**”) transferred, assured and conveyed in favour of the Society all rights, interest, title and possession of piece and parcel of land bearing Survey No.6 (part), Cadastral Survey NO. 11 (part) admeasuring 3359.31 square meters or thereabouts (the “**Plot**”) particularly known as Trilochan Co-operative Housing Society Limited, Building No.25, 26 & 27 situated at Sardar Nagar - 2, Sion Koliwada, Mumbai - 400022. The said Plot is more particularly described in the **FIRST SCHEDULE** hereunder. The said Indenture of Lease Deed is duly registered on 16th October 2010 with the Sub-Registrar of Assurance at Mumbai II bearing registration No. 08298/2010. A copy of the layout plan of said Plot is annexed hereto as **Annexure B**.
- C. Vide ‘Sale Deed’ dated 16th October, 2010 MHADA transferred, assured and conveyed in favour of Society all rights, interest, title and possession of the structures standing on said Plots building Nos. 25, 26 & 27 each of Ground + Three (3) upper floors (the “**Old Buildings**”)

together having One Hundred Twelve Flats (112) which were in use and occupation of existing members of the Society. The said Plot along with said Old Buildings shall be collectively referred to as the "**PROPERTY**".

- D. Vide letters dated 16th October, 2017 MHADA informed Society that in the said Lease Deed & Sale Deed Cadastral Survey No. 12 (part) has been wrongly mentioned instead of Cadastral Survey No. 11 (part). Accordingly, vide 'Rectification Deed' dated 18th September 2020 MHADA and Society corrected Cadastral Survey No. 12 (part) to Cadastral Survey No. 11 (part) in the said Lease Deed. The said Rectification Deed is duly registered with Sub Registrar of Assurance Mumbai under registered Serial No. BBE1-5212-2020 on 29th December 2020. While, vide 'Rectification Deed' dated 18th September 2020 MHADA and Society corrected Cadastral Survey No. 12 (part) to Cadastral Survey No. 11 (part) in the said Sale Deed. The said Rectification Deed is duly registered with Sub Registrar of Assurance Mumbai under registered Serial No. BBE1-5213-2020 on 29th December 2020.
- E. Since the said Old Buildings were in a dilapidated condition and requiring heavy repairs or reconstruction, the Society decided to redevelop the said Property and construct new multi storeyed building/s on the said Plot. Accordingly, in the General Body of meeting of the Society held on 21st March 2010, the members of Society unanimously accepted the offer of Promoter and resolved to appoint the Promoter for carrying out the redevelopment of the said Property and further resolved to assign development rights of the said Property to the said Promoter.
- F. The Society along with members of Society entered into an 'Agreement for Development' dated 03rd November, 2010 (the "**DEVELOPEMENT AGREEMENT**") with the Promoter for carrying out development of said Property as said Old Buildings were declared as dilapidated and dangerous of residing. The said Agreement for Development is duly registered on 03rd November, 2010 with the Sub-Registrar of Assurance at Mumbai II bearing registration No. 8838/2010.
- G. Along with said Development Agreement the Society has issued 'Irrevocable Power of Attorney' dated 03rd November, 2010 in favour of the Shri Ashok Mehra (Managing Director of the Promoter of company) for execute and perform all or any of the acts, deeds, matters & things in order to develop, manage and look after the affairs of the said property mentioned therein. The said Irrevocable Power of Attorney is duly registered on 3rd November 2010 with the Sub-Registrar of Assurance at Mumbai II bearing registration No. 8836/2010.
- H. Further, Society has entered into 'Supplementary Agreement for Redevelopment' dated _____ (the "**SUPPLEMENTARY AGREEMENT**") for recording revised terms and conditions for carrying out redevelopment of the said Property. The said Supplementary Agreement for Redevelopment is duly registered on _____ with the Sub-Registrar of Assurance at _____ bearing Registration No. _____. The said Development Agreement and Supplementary Agreement shall be together referred to as the "**AGREEMENTS**".

- I. The Promoter has proposed to construct 'Residential cum Commercial' Project on the said Land in two (2) Phases particularly known as **SHIKARA HEIGHTS** (the "**Entire Project**") i.e. Phase - 1 & Phase - 2.
- J. In accordance to the 'Intent of Approval' issued by MHADA vide letter dated 17th October, 2019 bearing reference no. MH/EE/(B.P)/GM/MHADA-38/390/2019 read with letter dated 23rd August, 2021 bearing reference no. MH/EE/(B.P)/GM/MHADA-38/390/2021, the Promoter has proposed to construct Phase -1 'Residential cum Commercial' project having two (2) building viz (i) Free sale building having three (3) wings for Developer viz (a) Wing 'A' having Basement + Ground floor comprising of Commercial Units and Stilt Parking + On 1st Floor having Commercial Units & Podium Parking + From 2nd Floor till 9th Floor comprising of Residential Units & Podium Parking + On 10th Floor Residential Units & Amenities + From 11th Floor till 16th Floor comprising of Residential Units. (b) Wing 'B' having Basement + Ground floor comprising of Commercial Units and Stilt Parking + On 1st Floor having Commercial Units & Podium Parking + From 2nd Floor till 9th Floor comprising of Residential Units & Podium Parking + On 10th Floor Residential Units & Amenities + From 11th Floor till 20th Floor comprising of Residential Units. (c) Wing 'C' having Basement + Ground floor comprising of Commercial Units and Stilt Parking + On 1st Floor having Commercial Units & Podium Parking + From 2nd Floor till 9th Floor comprising of Residential Units & Podium Parking + On 10th Floor Residential Units & Amenities + From 11th Floor till 20th Floor comprising of Residential Units together referred to as the "Free Sale Building" and (ii) Rehab Building being Wing 'D' having Basement + Ground Floor comprising of stilt + 22 upper Residential Floors together referred to as the (the "Rehab Building") for Existing Members of Society. The said Free Sale Building, Rehab Building and the amenities separately provided in Free Sale Building and Rehab Building for their exclusive use shall be together referred to as the "**Phase - 1**" by utilizing Built up Area of 15,806.41 Sq. Meters. The Promoter has proposed to develop the said Entire Project in different phases.
- K. The Promoter has proposed to develop Phase – 2 by utilizing the future additional FSI, TDR or any Incremental FSI / building potential FSI which will be loaded on the Upper Floors of the Free Sale Building referred as the "**Phase – 2**".
- L. The Promoter has obtained development permission and got plans sanctioned from MHADA vide letter dated _____ bearing Reference No. _____ (the "**Commencement Certificate**") for developing the said Phase-1. The said Phase-1 is more particularly described in the **SECOND SCHEDULE** hereunder. A copy of the said Commencement Certificate is annexed hereto as **Annexure C**.
- M. The Common Amenities to be provided for said Free Sale Building are more particularly described in the **THIRD SCHEDULE** hereunder.

- N. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Act, the Rules and Regulations made thereunder and the Allottees have understood and unconditionally consented to the development of the Entire Project. The said Entire Project of both Phases together with the amenities will constitute the whole project named as “**SHIKARA HEIGHTS**”.
- O. The Promoter has appointed a Structural Engineer **M/s. Global Engineering Services** for the preparation of the structural design and drawings of the Entire Project (the “**Structural Engineer**”).
- P. The Promoter has engaged **M/s. Ellora Project Consultants Pvt. Ltd.** for Liaisoning Surveyor (the “**Liaisoning Surveyor**”).
- Q. **M/s. Architect Hafeez Contractor** as the Architect registered with the Council of Architect for the said Entire Project (the “**Architect**”).
- R. The ‘Title Certificate’ dated 30th September, 2021 issued by **Mrs. Shital Nagare** (the “**Advocate**”) for said Plot has been seen and inspected by the Allottees. A copy of said Title Certificate is appended hereto as **Annexure D**.
- S. The Promoter has registered the said Phase – 1 particularly known as “**Shikara Heights Phase – I**” under the provisions of the Real Estate (Regulation & Development) Act, 2016 (“**RERA**”) with the Maharashtra Real Estate Regulatory Authority (“**MahaRERA**”) under Registration No. _____. A copy of the MahaRERA Registration Certificate is appended hereto as **Annexure E**.
- T. The Promoter complied with Green Building Certificate as per requirements of IGBC (Indian Green Building Council) and got the buildings Pre-Certified by IGBC having Registration No. GH 19 0215.
- U. The Allottee has demanded and the Promoter has given to the Allottee/s inspection of the following documents :-
- (i) Lease Deed dated 16th October, 2010 between MHADA and Society;
 - (ii) Sale Deed dated 16th October, 2010 between MHADA and Society;
 - (iii) Rectification Deed dated 18th September 2020 in Sale Deed
 - (iv) Rectification Deed dated 18th September 2020 in Lease Deed.
 - (v) Resolutions passed by Society for carrying out redevelopment of said Property;

- (vi) Development Agreement dated 03rd November, 2010 executed between Society and Promoter;
- (vii) Supplementary Development Agreement dated _____ executed between Society and Promoter;
- (viii) Commencement Certificate dated _____;
- (ix) Project Registration Certificate under RERA having Registration no. _____;
- (x) Title Report
- (xi) Proposed Project plan
- (xii) Declaration uploaded on MahaRERA Portal
- (xiii) All other relevant documents, letters, papers and writings referred to herein.

V. The Allottees have taken inspection of the aforesaid documents and writings including sanctioned plans, and other relevant documents and have perused MahaRERA portal on <https://maharera.mahaonline.gov.in>, the Allottees visited the site of construction and made himself/ herself familiar with the terms and conditions imposed by the MHADA and other relevant authorities in the sanctioned approvals and have applied to the Promoters for allotment of Flat No. _____ on _____ Floor in Building No. _____ in Wing _____ admeasuring _____ sq. meters of RERA carpet area and thereabout on (the “*Flat*”) in said Phase-1. The Allottees/s binds himself/herself/themselves to adhere with terms and conditions of the above documents. Further, Allottee has requested the Promoter for allotment of one covered parking space. The Allottees/s have inspected, verified and satisfied themselves with the Title of the said Land and shall not raise any objection/ dispute with respect to the same in future.

W. On satisfying himself/herself about the plans and other terms and conditions including the Title and what is provided herein and after physical inspection of the building and Flats therein during various site visits the Allottee/Allottee/s hereby agree/s to purchase Flat No. _____, on _____ Floor in Building No. _____ in Wing _____ admeasuring _____ Square meter (**CARPET AREA**) as per Real Estate (Regulation and Development) Act, 2016 and Stilt / Podium Parking Slot No. _____ in the Project named as “**Shikara Heights Phase – 1**” constructed on the said Plot (the “*Flat*”) and which is more particularly described in the **FOURTH SCHEDULE** hereunder written for a total consideration of Rs. _____/- (Rupees _____ Only) (the said “*Consideration*”). The said Flat is marked separately on the copy of the floor plan on which said Flat is located annexed hereto as **Annexure F**. The fixtures, fittings and amenities to be provided by the Promoter in the said Flat is annexed hereto as **Annexure G**.

X. The Allottees have offered to pay to the Promoter a sum of Rs. _____/- (Rupees _____ Only) (the “*Consideration*”) as consideration for transferring the said Flat in name of Allottees which the Promoter has accepted upon such terms and conditions as contained in this agreement. Before the execution of these presents the Allottees have paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only) (the “*Part Consideration*”) for the said Flat

agreed to be sold by the Promoter to the Allottees the receipt whereof the Promoters do hereby admit and acknowledge receipt of said Part Consideration. The Allottees have agreed to pay to the Promoter the above Consideration to avail the benefits of discounted booking price.

Y. The parties have accordingly decided to record their agreement in writing for transfer of said Flat upon the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PROJECT:

1.1 The Promoter shall under normal conditions develop the said Entire Project in accordance with the plans, designs, specifications finally approved by the competent authority with only such variations as may be required to utilize the total FSI and as approved by the competent authority or the Government.

1.2 The Promoter has informed the Allottee/s and the Allottee/s hereby confirms and acknowledges that the Project Land has been proposed to develop by the Promoter in a segment-wise / phase-wise manner as defined hereinabove by the Promoter. In accordance with the plans, elevations, sections, details and specifications prepared by the Architects and approved and sanctioned or amended from time to time by authorities concerned, with or without modifications and/or additions to such plans as the Promoter from time to time considered desirable or proper and as approved by the authorities concerned, and selling the Flats in the Project on what is known as “ownership basis”. The Promoter shall also be entitled to carry out the amendment to the plan resulting in any addition / alteration to the existing floors due to additional FSI being available or otherwise. In such cases the Promoter shall seek prior consent of the Allottee, if such addition / alteration is adversely affecting the Flat allotted to the Allottee.

1.3 The Promoter has represented under this agreement that it is entitled to develop said Plot by utilizing sanctioned FSI of 15,806.41 sq. meters Built Up Area i.e. “Phase – I” and is also further entitled to load TDR and future FSI on the said Phase-1 known as “Phase – II” on same being sanctioned. Accordingly, the Allottees have given their consent to the Promoter to develop the said Plot by utilizing potential FSI, Premium FSI and TDR as may be sanctioned by competent authority from time to time.

1.4 The Promoter has the exclusive rights for all the Future FSI, Potential FSI, Premium FSI, TDR, etc. as may be sanctioned by competent authority from time to time and the allottee has given the consent for the same.

1.5 The Promoter has represented and Allottees have agreed that proposed amenities in the Project will be made available for use only after completion of the said Entire Project.

2. DESCRIPTION OF FLAT:

- 2.1 The Allottees hereby agrees to purchase from Promoter and Promoter hereby agree to sell to Allottees Flat No. _____, on _____ Floor in Building No. _____ in Wing _____ admeasuring ____ sq. meters RERA carpet (the “*Flat*”) of the Free Sale Building. The said Flat is more particularly described in **FOURTH SCHEDULE**. The said Flat and Additional Area is marked separately in the copy floor plan appended hereto as **Annexure F**.
- 2.2 The fixtures, fittings and amenities to be provided by Promoter in the said Flat are those that are set out in **Annexure G**. Promoter shall not be obliged to accept or accede to any request from Allottees for making any changes in the amenities to be provided by Promoter.
- 2.3 At the request of Allottee the Promoter hereby reserves one Stilt / Podium Parking Slot No. ____ on ____ Floor in _____ Wing of the Free Sale Building (the “*Parking*”) to be used to park its vehicle. The parking is subject to the final building plan approved by the corporation at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan.

3. CONSIDERATION:

- 3.1 It is mutually agreed by and between the parties that the Consideration for sale of said Flat in the Project shall be Rs. _____/- (Rupees _____ only). The said Consideration does not include society membership charges and documentation charges, taxes and other statutory payments which are to be paid separately by Allottee.
- 3.2 The Allottee is aware and accepts that the consideration between the parties as above is determined after passing on the benefit of credit of GST on the input cost to the Allottee.
- 3.3 The Allottee has negotiated the consideration herein above by offering to pay to the Promoter the said Consideration as per the terms of this agreement which has been accepted by the Promoter as per **FIFTH SCHEDULE** hereunder.
- 3.4 The Allottee shall, on or before delivery of possession of the said Flat pay to the Promoter further total amount on following account:
- i) Charges for share of Share Money, Membership Entrance Fee of the Society.
 - ii) Charges for proportionate share of taxes and other charges/levies in respect of the Society.
 - iii) Expenses towards provisional monthly contribution towards outgoings of Society.
 - iv) Expenses towards Water, Electric, and other utility and services connection charges, Development Charges including the security deposit required to be paid

at time of connection /installation.

- v) Deposits for Flat Electricity Meter, Electrical Sub Station, Flat Gas Connection, etc.
- vi) Advance for common maintenance /service charges, management and upkeep of the building as may be fixed as also taxes and other outgoing as and when demanded by Promoter from Allottee.

4. MODE OF PAYMENT:

4.1. All payment shall be made by Allottees by drawing cheque/ DD / RTGS in the name of “**Shikara Constructions Pvt. Ltd. - Shikara Heights RERA Collection A/c**” or other account as Promoter may intimate subsequently to the Allottees. The Allottees shall also pay other statutory dues, which may be levied from time to time.

Details of Bank Accounts are as provided herein below:

Name	Shikara Constructions Pvt. Ltd. - Shikara Heights RERA Collection A/c
Bank Name	ICICI Bank Ltd.
Bank Account Number	623905035922
Branch Name	Chembur Branch
IFSC Code	ICIC0006239

4.2. Allottees shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to the Promoter within seven (07) days of such deduction.

4.3. Provided that the receipt for the payment made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein are credited to the above stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottees and the TDS certificate is received by Promoter from Allottees.

4.4. The Allottee has made a payment of Rs. _____/- (Rupees _____ Only) towards booking of the said Flat being the said Part Consideration which has been adjusted against the Consideration as mentioned hereinabove. Promoter hereby acknowledges the receipt thereof.

4.5. The Allottee shall also pay GST as per prevalent rates and rules and regulations through separate cheque drawn in the name of “**Shikara Construction Private Limited**”.

5. PAYMENT OF STATUTORY DUES AND TAXES:

- 5.1 In addition to the Consideration as above, the Allottee shall pay to Promoter any statutory taxes (as made applicable from time to time) like GST, MSEDCL Deposit, Water Connection Charges or any other charges, levy, tax, if any, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter, then the Allottee shall make over such payment to Promoter within Ten (10) days of notice of demand from Promoter.
- 5.2 The valuation report charges and other out of pocket expenses on this transaction shall be borne by the Allottee. Further, the Allottee shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty, legal charges and registration charges. Promoter undertakes to make themselves available through an authorized representative for the purpose of registration at fifteen (15) working days' notice from Allottee. The Promoter shall not be liable under any law for any delay, laches and / or negligence shown by the Allottee in presenting this agreement for registration before the competent authority. The Allottee indemnifies the Promoter against any claim, action, judgment, cost, expenses and penalties that may arise on Promoter due to inaction or non-compliance of obligation under this Agreement or under any other law.
- 5.3 The Allottee indemnify and keep indemnified the Promoter against any payment to be made to the concerned department on account of GST whether in present or in future.

6. DEFAULT BY ALLOTTEE:

- 6.1 Following shall deemed to be a default on the part of Allottee:
- 6.1.1 Default in making timely payment of sums due as mentioned in this agreement;
 - 6.1.2 Creating nuisance on the site resulting in danger/damage to the said project, said land, threat to life;
 - 6.1.3 Delay in accepting the possession of the said Flat within a period of two (2) months of intimation to take possession by Promoter;
 - 6.1.4 Refusing/ delay in taking membership.
 - 6.1.5 Breach of any terms and conditions of this agreement;
 - 6.1.6 Breach of any law or provisions thereto.
 - 6.1.7 Obtain forceful occupancy/ possession of said Flat before receipt of occupation certificate by competent authority.
- 6.2 The Allottee shall not be in default if he corrects/ remedies such breach within fifteen (15) days of notice from the Promoter to the Allottee as per clause 8.2.

7. NOTICE OF DEMAND:

- 7.1 Upon the instalment of consideration and other charges, taxes becoming due, the Promoter shall issue a notice of demand giving at least fifteen (15) working days' time from date of notice to Allottee for making the payment. The said notice of demand shall be accompanied by a certificate from the Project architect certifying the satisfactory completion of the stage of work for which the payment is due.
- 7.2 Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post/ email-id at the address mentioned in the notice clause of this agreement and such dispatch shall be treated as sufficient compliance from Promoter. Thereafter the Allottee shall be barred from claiming non receipt of the notice of demand.
- 7.3 Timely payment of all the above installments/amount on their respective due dates and any other sum payable under this agreement by the Allottee is the essence of this contract/Agreement. Constructive and physical possession of the said Flat shall be handed over to Allottee by the Promoter only upon receipt of all payments mentioned in this agreement.

8. TERMINATION OF AGREEMENT:

- 8.1 On the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee agrees to pay to the Promoter interest at the rates prescribed under the RERA Rules on all the amounts which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter till date of actual realization of payment. However such entitlement of interest shall not be deemed to be a waiver of Promoter's right to terminate this agreement as per the provisions of this agreement.
- 8.2 Without prejudice to the right of the promoter to charge interest in terms of sub clause 8.1 above, on the Allottee committing default as per clause 6.1 above and on the Allottee committing continuous default even after notice of termination, the Promoter shall at its own discretion, may terminate this Agreement. Provided that, Promoter shall give another notice of fifteen (15) days in writing to the Allottee, by registered post AD at the address provided by the Allottee of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter may terminate this agreement unilaterally.
- 8.3 Upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee the payments made by him till that date. Such refund shall be issued within a period of

thirty (30) working days of the registration of cancellation/ termination deed and expulsion of the Allottee from the membership of the society as per clause 8.4.

- 8.4 The Promoter shall also move for expulsion of the Allottee from the membership of the Society as per by laws of the Society, and submit a copy of termination notice to such Society. No separate consent of the Allottee will be required for such expulsion.
- 8.5 Upon intimation of termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit.
Provided that in the event of default as above the Allottee shall not raise any objection to termination made by the Promoter and that Promoter is authorized to unilaterally register the cancellation deed with the registrar *suo-moto* without any recourse to the Allottee.
- 8.6 In case if the Allottee wishes to terminate the agreement then he will have to pay the difference in market value of flat if the market value is less than the value at which he purchased the flat to compensate the promoter in addition to the service charges of 15% of the consideration received.
- 8.7 The Promoter is not liable to refund the taxes and other statutory charges collected from the Allottee till the date of termination of the agreement.
- 8.8 The Promoter may at its own option also approach the authority under RERA for seeking appropriate order for cancellation of this agreement.

9. DECLARATION BY THE PROMOTER

Promoter hereby declares as follows:

- 9.1 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 Competent Authority and the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Allottee.
- 9.2 The Promoter is developing said Entire Project in two (2) phases as mentioned in details in recitals hereinabove. The Promoter will be obtaining part occupancy certificate on completion of the said Phase-1.
- 9.3 The Project amenities are being developed along with the Phase - 2 or at the end of the Entire Project. The wings would be completed and handed over to the Society. The common amenities of the Entire Project would be handed over to the Society, once the Entire Project is completed. The Allottee is entitled to use the amenities as and when they are completed introspective of formal handing over to the Society provided the Allottee has become a member of an existing Society and has taken possession of its Flat.

- 9.4 The Promoter will not be liable for any loss, damage, injury or delay caused due to 'Maharashtra Electricity Distribution Co. Ltd.' defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or infrastructures like road, drainage, street light or such other service connections necessary for occupying the said Flat. The Allottee hereby indemnifies the Promoter from any claims made for delay on the above count.
- 9.5 That the Promoter would be entitled to put up sign boards, neon sign boards displaying its name in any part of the project like terrace, common area and garden etc. The said board would be maintained by the Promoter at its own cost till it is conveyed to the Society. The Allottee shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.
- 9.6 That the Promoter is entitled to use different design, brand, shape, size and colour material than that mentioned in the amenities Annexure E in the event the supply of promised material is withdrawn by the supplier or for any other reason. The Promoter undertakes and assures that it will use only good and standard quality material close to the quality of material and of such specification as mentioned in the list of amenities.
- 9.7 The carpet area of the said Flat which is proposed to be constructed in the said wings is approximate _____ sq. mtrs, however the actual carpet area of the may vary up to Three (3%) due to design and construction exigencies and therefore, the Promoter shall confirm the final carpet area of the Flat that has been allotted to the Allottee after the construction of the said Entire Project is complete and the 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 (3%) percent. In the event of there being a difference of more than Three (3%) between the actual carpet area of the said Flat from the carpet area as mentioned herein at the time of the offering the possession of the said Flat, then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Allottee agrees to pay the differential amounts, if the area is increased beyond Three (3%) within forty-five (45) days of such demand being made by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money (without any interest) paid by Allottee within forty-five days from such demand being made by the Allottee. If there is any increase in the carpet area of the said Flat allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan or thereafter as the case may be and the Allottee shall pay such additional amounts within a period of forty-five (45) days from the date of such demand being made by the Promoter. However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said Flat and the carpet area as mentioned herein is less than or equal to Three (3%).

9.8 If any structural defects of workmanship quality is discovered within five (5) years from the date Promoter issuing possession letter to Allottee for taking possession of the said Flat, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defects in the manner as provided under the Act. This warranty is applicable only if after occupying the Flat the Allottee maintains the Flat in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing flooring, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damaging the columns and/ or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or Society, this warranty shall stand lapsed. Further, in the following cases where the Allottee (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Damage any portion of the neighbour's Flat or common area by drilling or hammering etc. and (iii) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoters shall not be invocable.

10. DECLARATION BY ALLOTTEE:

Allottee hereby declares as follows:

- 10.1 Allottee has verified the documents including title search report and is satisfied that the Promoter has absolute, clear, developable and marketable title to the said Project. The Allottee is satisfied that the Promoter has absolute, clear, developable and marketable title to the said plot so as to enable it to convey the said plot to the Society.
- 10.2 The Trilochan Co-operative Society is already formed and registered under the Provisions of the Maharashtra Co-Operative Societies Act, 1960 [Registration No. Reg. No. BOM/HSG./6008/1980 dated 26th February, 1980]. The Allottee has hereby declared that he/she shall follow the necessary procedure to become a member of this Society, pay charges for share of Society application entrance fee of the society, follow the all rules and regulations of the Society as per Co-operative Society act 1960 and Bye laws of the Society. Allottee shall not raise any objection or deny to follow the procedure to become member of the said Society.
- 10.3 Allottee has verified and understood the plan prepared by the promoter for the said Project in its entirety and he/she hereby gives consent for the promoter making changes in said project as per said project upon getting permission and sanctions from the concerned authority.

- 10.4 Allottee shall not in any case interfere with the development activity undertaken in respect of said Project.
- 10.5 Allottee is eligible and entitled to Purchase the said Flat and Allottee hereby assure, undertake and guarantee that the Allottee shall use the said Flat or any part thereof or permit the same to be used for purpose of permitted use. Allottees shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space and amenities provided by the Promoter nor claim any division or sub division of such common area.
- 10.6 Allottee has seen the Typical Floor Plan, layout plan and project plan in respect of the proposed construction to be put up on the said Plot. Promoter has informed the Allottee and the Allottee is aware that Promoter hereby reserve full right and absolute authorities to utilize the entire FSI, additional FSI, TDR or any incremental FSI / building potential including the full and absolute right to revise the building plan and utilize the balance permissible FSI / TDR available on the said land by constructing Building as mentioned herein and reserve for further development in accordance with the terms of this Agreement and the Act and Rules of said Real Estate (Regulation and Development) Act, 2016. Further, Promoter shall be entitled to utilize, construct, develop and sell / dispose of the premises so constructed by utilizing such FSI, additional FSI, TDR or any incremental FSI / building potential in such manner and in such phases in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society is formed or Deed of Conveyance / Deed of Assignment is executed by the Promoter. For the aforesaid purpose, Promoter shall have the right to make addition, raise storey or to put up additional structure which shall be the Promoter's sole property, which Promoter alone shall be entitled to dispose them off in such a manner and on such terms as Promoter may deem fit or proper and Promoter hereby consent to the same. Promoter shall, after consuming such balance and/or additional FSI / TDR or any incremental FSI / building potential by constructing such permissible tenements on the said plot, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper.
- 10.7 The Allottee has verified and perused the development permission and commencement certificate and the conditions contained therein. The Allottee has also understood the proposed plan. The Allottee has also visited the site and understood the infrastructure available currently and have inquired about the role of government agencies in providing permissions and infrastructure for the Project.
- 10.8 The Allottee has taken a decision to purchase the flat at this stage of project due to reduced pricing and hence has agreed to take project risk of delays due to various infrastructural issues and government delays. The Allottee understands that in future the prices of Flats will go up and therefore to save substantial money the Allottee has taken a decision to take project risk.

- 10.9 The Allottee hereby assures and undertakes that he will not hold the promoter liable for any delays which are beyond the control of the Promoter. The Allottee declares that he will not claim any interest or compensation from Promoter or any other benefit in any other manner due to changes made by the government authorities or planning authorities or due to delay in obtaining permissions by Promoter. The Allottee has agreed to off-set the benefit of lower pricing of Flat against any delay in future.
- 10.10 If Allottee wishes to make a site visit before possession, prior written permission from Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to Allottee or to any of his family members or friends.
- 10.11 Allottees shall make timely payment of the demand raised by the Promoter. In case of default in payment, the Allottee shall remedy the default within the period prescribed in this agreement. The Allottee shall not object to the cancellation of this agreement if the default continues.
- 10.12 In the event of any alteration or change in plan the allottee will revert with their objection in writing with their reasons within **seven (07)** days of receipt of intimation from Promoter failing which it will be presumed that the allottee has no objection. The Promoter will be entitled to proceed with the change/ alteration.
- 10.13 The Promoter may complete any part, portion or any floor of the building and obtain part occupation certificate and give possession of the said Flat to the Allottee hereof and the Allottee shall not be entitled to raise any objection thereto. If the Allottee takes possession of the said Flat in such part completed building, part or portion or floor, the Promoter or its agents or contractors shall carry on the remaining work with the Allottee occupying the said Flat. The Allottee shall not object to, protest or in any way obstruct in the execution of such work even though the same may cause any nuisance or disturbance to him/it.
- 10.14 The Allottee shall obtain “No Objection Certificate” and “No Dues Certificate” from Promoter to transfer the right, title and interest in respect of the said Flat to third party during course of construction of said project or before possession of said Flat to Allottee whichever is later. Without obtaining the said certificates any document executed by Allottee in the name of a third party shall be treated as ‘void-ab-initio’.
- 10.15 The Allottee shall not put adverse and derogatory news, material and opinion on the media in any form or manner about the project or the promoter. Any default by the Allottee would be treated as breach of contract and Promoter would be entitled to claim cost and compensation and cancellation of this agreement coupled by forfeiture of advance given by the Allottee.

- 10.16 The Allottee has represented that he is acquiring rights in the said Flat at this stage due to cheaper pricing and benefit of deferred payment. Hence, he is taking project risk with full understanding of government delays and other delays beyond promoters control.
- 10.17 The Allottee shall not hold the Promoter liable for the delay caused due to the Force Majeure as mentioned in this agreement or due to delays in any permissions or services like water supply, electricity connections to be provided by any competent authority including the corporation or due to reasons beyond the control of the Promoter.

11. DATE OF POSSESSION AND FORCE MAJEURE:

- 11.1 Promoter shall give possession of the said Flat to the Allottee on or before **31st December, 2029** subject to receipt and realization of all amounts payable by the Allottee under this Agreement and receipt of all approvals from competent authority and other conditions as mentioned in this Agreement. For the purpose of this clause the certificate from the Architect certifying completion of the construction shall be considered as final and binding.
- 11.2 After the Allottee has fulfilled all his obligations under this Agreement if the Promoter fails or neglects to give possession of the said Flat to the Allottee on account of reasons other than the reasons prescribed in this agreement, then subject to written demand from the Allottee and execution of cancellation deed of allotment of said Flat, the Promoter shall be liable to refund to the Allottee the amounts already received by him. in respect of the said Flat simple interest at the rate of SBI highest marginal cost + 2%, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that until the entire amount and interest thereon is refunded to the Allottee by the Promoter, the Allottee shall subject to prior encumbrances if any, have a charge on the said Flat.
- 11.3 That the Promoter is entitled to reasonable extension of time for giving possession of said Flat on the aforesaid date, if the completion of building in which the said Flat is to be situated is delayed on account of court / authority staying either in full or in part any part of the construction / development, non-availability of construction material, war, flood, labour trouble, civil commotion, riot, drought, fire, cyclone, earthquake, pandemic or any other calamity caused by nature affecting the said project, or for delay in supply of electricity and/or water by concerned government departments or for any other justifiable reason or circumstances. The Promoter shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by the Promoter from time to time.
- 11.4 Notwithstanding anything contained in this Agreement or in this clause the Promoter shall not incur any liability if the Promoter is unable to deliver possession of the said Flat as mentioned herein above, if the completion of the said building is delayed for any reason of non-availability of steel or cement or other building materials or on account of labour

trouble, civil commotion, riot or any Act of God or on account of any notice under other public body or authority or on account of withholding or delaying in the grant of the building completion certificate, water connection, electricity connection and/or any other necessary permission of sanctions by the MHADA/MCGM, the said MHADA/MCGM, and/or any such other or similar public or authority or beyond the control of the Promoter and /or force majeure.

11.5 The Allottee shall take possession of the said Flat within _____ from the date of receipt of Occupancy Certificate in respect of said project. The Allottee must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said Flat and also become a member of the society by executing relevant documents.

11.6 On getting the occupancy certificate, the Promoter may handover possession of the said Flat to the Allottee even though electricity and water supply have not commenced by the respective competent authorities. The Allottee shall not raise any claim/ demand on the Promoter for the delay in getting the supply of electric and water. On the Promoter offering possession of the said Flat to the Allottee, the Allottee shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

12. UNDERSTANDING BETWEEN THE PARTIES:

The Promoter and the Allottee also agree to the following:

12.1 The Allottee shall be permitted/ allowed to commence interior works in the said Flat only upon obtaining Occupancy Certificate/Part Occupation Certificate and possession letter from the Promoter and after making all payments as per this agreement. Prior to carrying out the interior works in the said Flat, the Allottee shall give to Promoter, in writing the details of the nature of interior works to be carried out and all plans if they intend for wall demolitions and change in the existing layouts.

12.2 Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event Promoter finds that the nature of interior work being executed by the Allottee is harmful to the said Flat or to the structure, facade and/or elevation of the Building then, Promoter can instruct the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute. Thereafter the Allottee at their own cost shall make the rectification to restore such unapproved changes to its original state.

12.3 The Allottee will ensure that the debris from the interior works shall be dumped in an area earmarked for the same and will be cleared by the Allottee, on a daily basis, at no cost to Promoter and no nuisance or annoyance to the other Allottee. All costs and consequences in this regard will be to the account of the Allottee.

- 12.4 The Allottee will further ensure that the contractors and workers during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of wastewater, thus resulting in perennial choking and leakage in the said Flat or the Building.
- 12.5 The Allottee shall ensure that the contractors and workers do not use or spoil the toilets in the said Flat or in the building and use only the toilets earmarked by Promoter for this purpose.
- 12.6 All materials brought into the said Flat for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee and that Promoter will not be held responsible for any damage to the same.
- 12.7 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee at his/her own cost, and that Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee alone.
- 12.8 During the execution of interior works, if any of the Allottees contractor / workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said Flat and the Building. Further, the Allottee shall be responsible for acts of such persons.
- 12.9 Having regard to the elevation of the buildings in the said project, the Allottee shall not fix grills/ railings. The Air Conditioner Outdoor Flats shall only be fitted/installed in the places that are predetermined by the Promoters / that shall be approved by the Promoters. The Allottee shall affix the external grill /railings of such common design as shall be finalized by the Promoters in the manner and as per the specifications given by the Promoters. Accordingly, the Promoter has informed the Allottee that with a view to maintain the aesthetics and elevation of the said Building, the Allottee shall, prior to extending the railings provided to the said Flat/ fixing the grills to the windows/ balcony, take written permission from the Promoters inter-alia undertaking to use identical material and identical design to those already provided by the Promoters in the said Flat.
- 12.10 Similarly, the Allottee shall not install individual Dish Antenna for the Set Top Box on the common Terrace on the Top Floor. The common Box Distribution Unit/Multiple Distribution Unit of a preferred service provider shall be allowed only in the area specifically earmarked for the said purpose. Similarly, for any other new/ additional facility/ service/s, should the Allottee require to install any Instrument/Receiver/Dish either outside the said premises or on the Top Terrace, then the Society shall install such

Instrument/Receiver/Dish, only after obtaining the written consent from the Promoters in the manner and at the location identified and approved by the Promoters.

- 12.11 Not put or place flower pots, Vases or any plantations outside the Windows.
- 12.12 The Allottee shall extend full cooperation to Promoter, their agents, contractors to ensure good governance of such interior works.
- 12.13 The Allottee shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter.
- 12.14 The Allottee ensures that the contractors hired by the Allottee shall not use lift for the purpose of carrying the materials of interior work and if any damages is caused due to same it shall be repaired and brought to its original condition by the Allottee at their own expense within Thirty (30) days of written notice from the Promoter.
- 12.15 The Allottee shall not store any of their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.
- 12.16 The Lift facility in this Project shall be used as per rules of the Co-operative Society formed for the management of said Building/s. It is to be economically used. The Allottee as well as his/her/their employees or heirs shall not misuse the said lift and will take care and cooperate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoter. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Co-operative Society or Promoter shall not become responsible for it and the Allottee or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from them and the Allottee hereby give his / her/ their assurance and consent in it.
- 12.17 The Allottee ensures that the contractors hired by the Allottees shall use only the designated (to be finalized by promoter on possession) lift for the purpose of carrying the materials of interior work and if any damages are caused due to same it shall be repaired and brought to its original condition by the Allottee at their own expense within Thirty (30) days of written notice from the Promoter or shall be deducted from any such security deposits collected.

13. ADMISSION OF ALLOTTEE IN SOCIETY:

- 13.1 The Allottee shall be admitted as the member of the “The Trilochan Co-operative Housing Society Limited” upon payment of full consideration for the said Flat to the Promoter. The Promoter will issue a no objection certificate to the Society for admission of the Allottee as the member.

13.2 The Allottees shall for this purpose from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the becoming a member, including the bye-laws of the Society. These documents duly filled in and signed shall be returned to the Promoter within seven (07) working days of the same being forwarded by the Promoter to the Allottee, so as to enable Allottee to become a member of the Society. Any delays in signing and handing over of documents by the Allottee to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

13.3 The share certificate for admitting Allottees as the member of the Society shall be issued by the Society only upon receipt of entire Consideration by Promoter from the Allottees.

14. HAND OVER THE BUILDING:

14.1 The Promoter is entitled to take part OC for phase wise construction of the Project. However, the Allottee/ Society shall not claim handover of buildings in the Entire Project until the receipt of full and final Occupation Certificate for the said Entire Project.

14.2 The amenities of the said Project shall be handed over to Society on receipt of final occupancy certificate.

14.3 The charges, costs and expenses for recording Allottee/s name in MHADA records shall be borne by the Allottee/s.

15. SOCIETY MAINTENANCE CHARGES:

15.1 Commencing a week after notice in writing is given by the Promoter to the Allottee that the said Flat is ready for use and occupation, irrespective of the Allottee taking the possession of the said Flat, the Allottee will be liable for proportionate share of outgoings in respect of said Plot for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the Society. Such proportionate share of expense shall be calculated on the basis of area of the said Flat.

15.2 The Allottee shall pay to the Promoter at the time of possession, an advance maintenance for _____ (____) months along with GST as “common maintenance charges” for the upkeep and maintenance of the said Project. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter possession of said Project is conveyed to the society as aforesaid.

15.3 After delivery of possession of flats to the unit holders in Project the Allottee shall bear and pay monthly maintenance charges directly to the Society.

16. UNSOLD FLATS AND PARKINGS IN SAID PROJECT:

- 16.1 Promoter shall be inducted as a member of said Society for unsold Flats and Parking Space's upon receipt of final occupancy certificate for the said Entire Project.
- 16.2 Promoter shall be entitled to sell the unsold Flats in said Project without any separate permission or consent of Society and the members of Society. The prospective Allottee of such unsold Flats shall be inducted by the Society as members and no objection shall be raised either by existing members or the society.
- 16.3 Allottee or Society or any other party shall not be entitled to demand any transfer charge for the transfer of unsold Flats by the Promoter to prospective Allottees.
- 16.4 Promoter shall also be entitled to car parking reserved for every unsold Flats and the Society or Allottee shall not stake claim on such parking.
- 16.5 Promoter shall be entitled to mortgage the unsold Flats of the said Project with the financial institutions without any separate NOC from Society or its members.
- 16.6 Promoter is entitled to all the rights of being a member of Society i.e. right to attend meetings, right to vote in the meeting etc.

17. POST POSSESSION OBLIGATIONS OF ALLOTTEE:

Allottee himself/themselves with intention to bring all persons into whosoever hands the said Flat may come, hereby covenant with the Promoter as follows:

- 17.1 To maintain the said Flat at Allottees own cost in good tenantable repair condition from the date of possession of the said Flat is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said Flat is situated and the said Flat itself or any part thereof.
- 17.2 Not to store in the said Flat 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 said flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said flat is situated. In case any damage is caused to the building in which the said flat is situated, on account of negligence or default of the Allottee on this behalf, the Allottee shall be liable for the consequences of the breach.

- 17.3 To carry out at his own cost all internal repairs to the said flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffering to be done anything in or to the building in which the said flat is situated or the said Flat which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 17.4 Not to demolish or cause to be demolished the said flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said flat is situated and shall keep the portion/sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said Flat without the prior written permission of the Promoter and/ or the said society, as the case may be.
- 17.5 Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 17.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the building in which the said Flat is situated.
- 17.7 To bear and pay an increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said flat by the Allottee other than specified in this agreement.
- 17.8 Allottees shall not let, sub-let transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said Flat unless it has obtained a 'No Dues Certificate' letter from Promoter. The Promoter shall issue such Certificate if all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has requested in writing to the Promoter. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter shall be void-ab-initio. The Allottee shall obtain such permission from said society after the right of said Project is conveyed to the said society.

- 17.9 Allottee shall observe and follow all the rules and regulations which the said society 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 said Flats therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. The Allottee shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said Flat in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.
- 17.10 The Allottee 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 plot and buildings or any part thereof to view and examine the state and conditions thereof, but only after prior notice.
- 17.11 Allottee shall not be allowed to allot/transfer/let-out said Car Parking to any outsider/visitor i.e., other than the unit Allottee of said Flat.
- 17.12 Allottees shall keep the said Car Parking space as shown in the sanctioned plan of said Project and shall not enclose or cover it in any manner.
- 17.13 The said Car Parking space shall be used only for the purpose of parking motor vehicles and not for any other purpose.
- 17.14 The Society shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter.

18 **REGISTRATION OF THIS AGREEMENT:**

- 18.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat unless all amounts as agreed upon in this agreement is paid by the Allottee to the Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Allottee shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him.
- 18.2 Allottees shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

19 **NOTICE:**

- 19.1 All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee and the Promoter, by Registered Post A.D. at his/her address specified below :-

Address of Promoter:-

M/S Shikara Constructions Private Limited
office address at 204, Bezzola Complex,
Opp. Suman Nagar, Sion – Trombay Road,
Chembur, Mumbai – 400 071.

Email Id: _____

Contact No. _____

Address of Allottee:-

Email Id: _____

Contact No. _____

AND upon handing over of the possession of the said Flat to the Allottee under this agreement, all the notices on the Allottee shall be served at the address of the Flat handed over to the Allottee under this agreement.

19.2 That in case there are Joint Allottees 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 be considered as properly served on all the Allottees.

20 ALLOTTEE UNDERTAKING:

20.1. The Allottee/s undertake hereby gives his/her/their express consent to the Promoters to raise any loan against the said Plot and/or the said Project under construction and to mortgage the same with any bank or bankers or any other financial institutions/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses on or before the conveyance of said land.

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

21 WAIVER NOT A LIMITATION TO ENFORCE:

21.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in delay in making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of another Allottee.

21.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

21.3 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

22 BINDING EFFECT:

The recitals herein before constitute an integral part of this Agreement and are evidencing the intent of the parties in executing this agreement, and describing the circumstances surrounding its execution. Said recitals are by express reference made a part of the covenants hereof, and this agreement shall be construed in light thereof. The Schedules, Annexure and payment receipt shall be construed as an integral part of this agreement.

23 MATERIAL ADVERSE CHANGE/ CONDITION:

In case of material adverse change in any of the parameters in the said project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

24 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

24.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

24.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The

Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

25 INVESTOR CLAUSE:

The Allottee has purchased the said Flat as an Investor. The Allottee intends to sell the said Flat within a period of one year from the date of this Agreement. In the event the said Flat is sold within one year then the Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 2015. Without prejudice to the Allottees right as an Investor, the Allottee may continue to hold the said Flat like any other Allottee if he does not sell it within one year.

26 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 there under 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.

27 FURTHER ASSURANCES

The 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.

28 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.

29 DISPUTE RESOLUTION

All the disputes and differences between the parties hereto in connection with this Agreement and/or these presents and/or with regard to the Interpretation of the provisions hereof or any account to be made hereunder or as to any other matter in any way relating to or touching or concerning arising under this Agreement or any part thereof or otherwise howsoever affecting the parties hereto shall be referred to the arbitration of a sole arbitrator to be appointed by the Promoter and such arbitration shall be in accordance with and subject to the provisions of the Arbitration and Conciliation Act,1996 or any other statutory modification or re-enactment thereof for the time being in force. Such Arbitration

shall be held in Mumbai and shall be conducted only in English language, the judgment passed by the sole arbitrator shall be binding on the Flat Purchaser/s/Allottee/s and Builder/Owner/Promoter. The Flat Allottee/s purchaser/s declared and confirmed that the copy of this Agreement was placed before them and they have read over and explained the contents of this agreement in Marathi/Hindi and in their vernacular language by him/them and they have understood the same, and the same is acceptable to them and binding upon them and their legal heirs. This agreement reflects the true and correct understanding arrived at between the flat Allottee/s purchaser/s and the Builder/Owner Promoter.

30. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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 Flat, as the case may be.

31. JURISDICTION

All disputes concerning this agreement shall be subject to the jurisdiction of courts in Mumbai.

32. RIGHT TO AMEND

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

FIRST SCHEDULE

(the "*Plot*")

All that piece or parcel of leasehold land bearing C.S. No. 11 (Part) and S. No. 6 (Part) admeasuring about 3,359.31 sq. mtrs., or thereabouts particularly known as Trilochan Co-operative Housing Society Limited, Building No. 25, 26 & 27 situated at Sardar Nagar no. 2, Sion Koliwada, Mumbai – 400022, in the registration Sub-District and District of Mumbai City and bounded as under;

On or towards the North	:Sardar Nagar Vibhav Co-op Housing Society.
On or towards the South	:Mukundrao Ambedkar Marg
On or towards the East	: Jaishankar Yagnik Marg
On or towards the West	: G.T.B Nagar Railway Station

SECOND SCHEDULE

(the "*Phase-I*")

‘Residential cum Commercial’ project having two (2) building viz (i) Free sale building having three (3) wing for Developer viz (a) Wing ‘A’ having Basement + Ground floor comprising of

Commercial Units and Stilt Parking + On 1st Floor having Commercial Units & Podium Parking + From 2nd Floor till 9th Floor comprising of Residential Units & Podium Parking + On 10th Floor Residential Units & Amenities + From 11th Floor till 16th Floor comprising of Residential Units. (b) Wing 'B' having Basement + Ground floor comprising of Commercial Units and Stilt Parking + On 1st Floor having Commercial Units & Podium Parking + From 2nd Floor till 9th Floor comprising of Residential Units & Podium Parking + On 10th Floor Residential Units & Amenities + From 11th Floor till 20th Floor comprising of Residential Units. (c) Wing 'C' having Basement + Ground floor comprising of Commercial Units and Stilt Parking + On 1st Floor having Commercial Units & Podium Parking + From 2nd Floor till 9th Floor comprising of Residential Units & Podium Parking + On 10th Floor Residential Units & Amenities + From 11th Floor till 20th Floor comprising of Residential Units together referred to as the "Free Sale Building" and (ii) Rehab Building being Wing 'D' having Basement + Ground Floor comprising of stilt + 22 upper Residential Floors together referred to as the (the "Rehab Building") for Existing Members of Society. The said Free Sale Building, Rehab Building and the amenities separately provided in Free Sale Building and Rehab Building for their exclusive use shall be together referred to as "the **Phase - 1**" by utilizing Built up Area of 15,806.41sq. meters.

THIRD SCHEDULE

(the "*Amenities*")

(the "Common Amenities for Free Sale Building")

FOURTH SCHEDULE

(the "**Flat**")

Residential Unit bearing Flat No. _____, on _____ Floor in Building No. _____ in Wing _____ admeasuring _____ sq. meters RERA carpet (the "*Flat*") of the Free Sale Building in Phase 1 described hereinabove in Second Schedule to be developed on said Plot described hereinabove in First Schedule.

FIFTH SCHEDULE

(the "Payment Schedule for Wing "A")

Sr. No.	Process of Work	Consideration payable in percentage
1	Earnest Money	2.00%
2	Booking Amount (within 7 days from Earnest Money)	3.00%
3	On Execution of Agreement (within 30 days from Date of Booking)	5.00%
4	On Completion of Excavation	20.00%
5	On Completion of Plinth	15.00%
6	On Completion of 3rd Slab	5.00%
7	On Completion of 6th Slab	4.00%
8	On Completion of 9th Slab	4.00%
9	On Completion of 12th Slab	4.00%
10	On Completion of 15th Slab	4.00%
11	On Completion of 17th Slab	4.00%
12	On Completion of Brickwork, Internal Plastering, Flooring, Doors & Windows	5.00%
13	On Completion of Sanitary Fittings, Construction of Staircase, Lift Wells & Lobbies	5.00%
14	On Completion of External Plumbing, External Plastering, Elevation, Terrace with Water Proofing	5.00%
15	On Completion of Lifts, Water Pumps & Electrical Fittings	5.00%
16	On Completion of Electro, Mechanical & Environmental Required	5.00%
17	At the time of Possession	5.00%
	Total	100.00%

(the "Payment Schedule for Wing "B" & Wing "C")

Sr. No.	Process of Work	Consideration payable in percentage
1	Earnest Money	2.00%
2	Booking Amount (within 7 days from Earnest Money)	3.00%
3	On Execution of Agreement (within 30 days from Date of Booking)	5.00%
4	On Completion of Excavation	20.00%
5	On Completion of Plinth	15.00%
6	On Completion of 3rd Slab	3.50%
7	On Completion of 6th Slab	3.50%
8	On Completion of 9th Slab	3.50%
9	On Completion of 12th Slab	3.50%
10	On Completion of 15th Slab	3.50%
11	On Completion of 17th Slab	3.50%
12	On Completion of 21st Slab	4.00%
13	On Completion of Brickwork, Internal Plastering, Flooring, Doors & Windows	5.00%
14	On Completion of Sanitary Fittings, Construction of Staircase, Lift Wells & Lobbies	5.00%
15	On Completion of External Plumbing, External Plastering, Elevation, Terrace with Water Proofing	5.00%
16	On Completion of Lifts, Water Pumps & Electrical Fittings	5.00%
17	On Completion of Electro, Mechanical & Environmental Required	5.00%
18	At the time of Possession	5.00%
	Total	100.00%

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED "PROMOTER"
M/s Shikara Constructions Private Limited
Through its Managing Director

	Signature	Thumb Impression	Photo
Ashok Banshiram Mehra			

In the presence of:

1. _____

2. _____

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE			
	Signature	Thumb Impression	Photo
Shri _____			
<p>In the presence of:</p> <p>1. _____</p> <p>2. _____</p>			

ANNEXURES

Annexure A: Resolution Dated 29th April 2010

Annexure B: Layout Plan of the Plot

Annexure C: Commencement Certificate

Annexure D: Title Certificate

Annexure E: RERA Registration Certificate

Annexure F: Copy of the Typical Floor plan of the said Flat

Annexure G: Fixtures, fittings and other amenities in the said Flat.

RECEIPT

Received with thanks from Allottee Shri/ Smt _____ Adult, and Indian Inhabitant, residing at _____ has paid a sum of Rs. _____/- (Rupees in _____ words only) as part payment on execution hereof as per terms & conditions of this Agreement for Flat No. _____, on _____ Floor in Building No. _____ in Wing _____ admeasuring _____ sq. meters RERA carpet (the “Flat”) of the Free Sale Building of “Phase 1” in the Project known as **SHIKARA HEIGHTS** to be constructed on all that piece and parcel of Plot more particularly described in FIRST SCHEDULE.

Date	Cheque No.	Bank Name	Cheque Amount
Total			

The receipt is subject to realization of Cheques and receipt of TDS Certificate.

Date: _____

Place: Mumbai

M/s Shikara Constructions Pvt Ltd
Through its Managing Director

Shri. Ashok Banshiram Mehra