

## Agreement for sale

THIS AGREEMENT is made at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, in the Christian Year Two Thousand Twenty-Three **BETWEEN M/S. SIMANDHAR HOMES LLP**, (assessed to Income Tax in India under **PAN NO. AEOF54491M**), a Partnership Firm registered under the Partnership Act 1932, having its registered office at 206, Swagat Building, Shop No. 6, Ghatkopar (East), Mumbai - 400077. Hereinafter referred to as "the **DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said Firm, executors and administrators of the last surviving Partner of the said firm and assigns) of the **FIRST PART**:

AND

**MR.** \_\_\_\_\_, aged about \_\_\_\_\_ years, (assessed to Income Tax in India under **PAN NO. \_\_\_\_\_**), an adult, Indian Inhabitant having address at \_\_\_\_\_. 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 and administrators, survivor or survivors of them and assigns) of the **SECOND PART**:

**WHEREAS-I:**

- a. The Maharashtra Housing and Area Development Authority and/or Maharashtra Housing and Area Development Board, a statutory corporation constituted under the Maharashtra Housing and Area Development Authority Act, 1976, (MAH. XXVIII of 1977), having its office at Griha Nirman Bhavan, Kala Nagar, Bandra (East), Mumbai - 400051, hereinafter referred to as the 'MHADA.' and/or MHADA, was possessed or otherwise well and sufficiently entitled to a larger and/or multiple pieces or parcels of Land, hereinafter referred to as MHADA LAYOUT, consisting of Plots having various Survey Nos.
- b. MHADA constructed various buildings consisting of various types and sizes of Tenements, having different Carpet Areas and sold all such Tenements to various buyers/purchasers under Economic Weaker Section (E.W.S.), Low Income Group (L.I.G.), Middle Income Group (M.I.G.), High Income Group (H.I.G.) category and those buyers/purchasers themselves into Co-operative Housing Society of their respective buildings.
- c. The purpose of the said scheme was to Construct Buildings, (ii) Allot and sale Flats/Tenements to 'The Prospective Purchaser(s)' (iii) grant lease of said plots in favor of the respective Society where MHADA being the 'Lessor' and 'The Society' being 'The Lessee' and (iv) convey the right title and interest in each building in favor of each respective society. The Societies were formed by the allottees of respective Tenements of buildings standing on said plots. The Co-Operative Housing Society were formed by the allottees of respective Tenements and 'The Society' are duly registered under the Maharashtra Co-Operative Societies Act, 1960. (Hereinafter referred to as "**the said land**");
- d. The said MHADA in pursuance of the Scheme of the Government of India constructed along with other buildings, Building No. 49 (for short "**the existing Building**") on the said Land originally consisted of 36 (Thirty-Six) tenements and allotted to the then Occupants thereof who subsequently formed and registered a Co- Operative Housing Society Ltd., namely "**CHEMBUR YASHO JYOTI CO-OPERATIVE HOUSING SOCIETY LIMITED**", a Society duly registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. **BOM-HSG/7615 of 1981 dated 26/05/1981** and having its Registered Office at Building No. 49, Subhash Nagar, Chembur, Mumbai - 400071. (For short "**the Society**");
- e. By an Indenture of Deed of Lease dated 24<sup>th</sup> June, 1991, Maharashtra Housing and Area Development Authority (a MHADA Unit) (therein called the Lessor and

herein called said Board) and the Society therein called the Lessee, the said Board demised by way of Lease unto and in favour of the Society the said Land bearing City Survey No.828 (Pt.), 828/52 to 63 of Revenue Village Chembur, in the registration District and Sub District of Mumbai City and Mumbai Suburban, situated at Subhash Nagar, Chembur, Mumbai – 400071 and more particularly described in the Schedule thereunder written which is the same as described in the First Schedule hereunder under written, for a period, at or for the yearly lease rent and subject to the terms, conditions and covenants contained on the part of the Society as recorded therein;

- f. The area of the said society Plot as per the MHADA Certificate dated EE/KD/MB/413/2019 dated 18/09/2019 is 898.10 Sq. Mtrs.
- g. By a Deed of Sale dated 24<sup>th</sup> June, 1991, the Maharashtra Housing and Area Development Authority (a MHADA Unit) sold to the Society the then existing building known as “Building No. 49” (for short “the **Building No. 49**”), constructed on the said plot consisting 36 (Thirty-Six) tenements each admeasuring about 212 Sq. Ft. (Carpet area) owned by the members of the Society;

**WHEREAS - II:**

- a. Since the Building No. 49 was in a bad condition, the members of the Society instead of incurring heavy and huge expenses to make it habitable, so decided to carry out re-development through a Developer by utilizing all the development potentiality including by way of residual and Tit Bit area as may be approved by the Said Board;
- b. Due to dilapidated condition of the building and non-availability of adequate funds for repair. The Society and the said Members are being desirous of re-developing the said Plot of land and Said building therefore, called for offers from various Promoter and had received various offers which included offer from the Promoter herein and the said offer given by the Promoter was accepted unanimously by the members of the society occupying Building No. 49 and in Special General Body Meeting Dated 21<sup>st</sup> day of December 2021 the Society had appointed Promoter as their Developer for re-development of the Society plot for which 36 members had submitted consent declaration in favour of the said Promoter and Members of the society had also approved the draft Development agreement and draft power of attorney to be executed in favor of Promoter authorized them to deal with the all concerned Authorities for sanction and approval of plans, construction work and completion of the Re-Development of the said building.

- c. The Society herein and the Promoter entered into Development Agreement dated 31<sup>st</sup> day of March, 2022 and Power of attorney Dated 05<sup>th</sup> day of April 2022 which was registered at the office of Sub-Registrar at Kurla-5 under serial No. KRL-1/6162/2022 & KRL-1/6164/2022 on 05/04/2022 and Supplementary Agreement dated 24<sup>th</sup> day of April, 2023 which was registered at the office of Sub-Registrar at Kurla-1 under serial No. KRL-1/8215/2023 on 24/04/2023 the concerned Registering Authority has also, issued Index-II thereof and due to amendment in certain terms and condition of said development agreement
- d. Pursuant to Development Agreement dated 31<sup>st</sup> day of March, 2022, the Developer herein shall construct a new multi-storied building comprising of 16 upper Residential floors by use of the all-development potentials in respect of the said property as well as adjoining Transit camp area admeasuring about 721.44 Sq. Meters or thereabout along with/Layout FSI/TDR/Tit Bits. Recreation Ground (R.G.), Pro-rata FSI, FSI available under V.P./C.O. Power/ quota etc. by whatever name called and, in all format, or for the consideration and upon the terms and conditions as recorded therein;
- e. The Society has also authorized, appointed and nominated the Developer to do and perform various acts, deeds, things and matters for the purpose of re-development of the said property/plot as also to apply for and obtain various permissions, orders, approvals, sanctions, certificates, etc. for such re-development as recorded in Power of Attorney;
- f. The Members of the Society have also individually granted their respective written Consent/NOC and agreed to extend necessary Co-operation including to accept Permanent Alternate Accommodation in the proposed building to be constructed on the land as recorded in the individual Letter of Consent issued by the Members;
- g. The Society had appointed Mrs. Sonal Arekar of Ellora Project Consultants Pvt. Ltd., having Office at 317-321, Ninad Chs Ltd., Bldg No. 7, Kher Nagar, Service Road, Bandra (East), Mumbai – 400051., as Architect to submit, apply for and obtain various sanctions, permissions, approvals, certificates, etc. from the Concerned Authorities including MHADA and have also appointed Mr. Atul B. Kamothi of having address at 100, M. V. Bhuta Compund, Opp Tarun Estate, Mogra, Andheri (East), Mumbai – 400069., as R.C.C. Consultant and Structural Engineer to prepare plans, specifications, drawings for development on the said land. The appointment of the said Architect and the R.C.C. Consultant shall unless otherwise terminated continue till completion of the Project;

- h. In pursuance of the said Agreements and the authority given/granted by the Society, the Developer after having complied with the initial obligations including by causing the MHADA to execute and get registered the Deed of Lease the land and Deed of Sale of the aforesaid property including said transit camp in favour of the Society applied for and obtained necessary permission including Offer Letter bearing No.CO/MB/REF/NOC/F-472/638/2019 dated 03.05.2019 from MHADA for development of the said land and the building;
- i. In pursuance of the said Agreements and the authority given/granted by the Society, the Developer after having complied with the initial obligations including by causing the MHADA to execute and get registered the Deed of Lease the land and Deed of Sale of the Building No. 49 land area admeasuring about 870.61 Square Meters and as per MHADA Demarcation plot area 898.10 Square Meters in favour of the Society and society had applied to the MHADA for an allotment of adjoining Transit camp area admeasuring about 721.44 Square meters and pursuant to that society had obtained necessary permission including 1<sup>st</sup> Offer Letter bearing No. CO/MB/REE/NOC/F-1349/3286/2021 Dated 30<sup>th</sup> December, 2021, 2<sup>nd</sup> offer letter No.CO/MB/REE/NOC/F-1349/2826/2022 dated 25<sup>th</sup> November, 2022 and 3<sup>rd</sup> Offer letter No. CO/MB/REE/NOC/F-1349/3074/2022 dated 29<sup>th</sup> December, 2022 from the Maharashtra Housing and Area Development Authority (a MHADA Unit) for development of the said land and the building;

**WHEREAS – III:**

- 1. By virtue of the aforesaid facts, events and documents, the Promoter herein as confirmed and authorized by the Society, are entitled to carry out development on the said land and after providing the members of the Society their respective premises, car parking spaces and other entitlement as contemplated in the Consent executed with the members of the Society avail all the benefits of the development potentiality, etc. as recorded in the said Development Agreement as referred hereinabove;
- 2. On necessary application being submitted, approved the parking layout plan in the proposed development and construction of the proposed building thereon, subject to the terms and conditions recorded therein;
- 3. On necessary applications being submitted, the Deputy Chief Fire Officer, Mumbai Eastern Suburban has issued NOC for construction of high-rise residential building on the said land, subject to the terms and conditions recorded therein;

4. The Developer have also obtained other requisite and necessary NOCs/Consents from the Concerned Authorities so as to apply for and obtain sanction plan and other permissions, certificates, etc. for development on the said land;
5. On the plans/proposals/schemes as revised/modified/amended being submitted by the Promoter, the Executive Engineer (BP) sanctioned as revised/modified the plans and issued I.O.A. under reference No.MH/EE/BP Cell/GM/MHADA-29/1251/2023 dated 01<sup>st</sup> March, 2023 for the purpose of development on the said land, subject to the terms and conditions as recorded therein. The Promoter are presently permitted to use the development potentiality/FSI as allowed/sanctioned vide Plinth. Commencement Certificate bearing Ref. No.MH/EE/(BP)/GM/MHADA-29/1251/2023/CC/1/New Dated 14<sup>th</sup> July, 2023. Promoter have so far not availed the benefit of other development potentiality including of balance FSI / Pro rata FSI and Fungible FSI/Compensatory area/ FSI available under V.P./ C.O. Power/ quota and are entitled to and reserved their right to use, utilize, consume and exploit the same by obtaining sanctioned plans and other permissions being amended and modified, from the Concerned Authority, so as to commence the construction work on the said land pursuant to sanction of plan and other permissions;
6. Mr. Sushil Kumar Pal, Advocate for the Promoter by his Title Certificate dated 18<sup>th</sup> August, 2023, inter alia, certified the title of the Maharashtra Housing and Area Development Authority (a MHADA Unit) as Owners and title of the Society as Lessee in respect of the said land and the building then existing thereon as also certified the right of the Promoter to carry out re-development on the said land.
6. Hereto annexed and marked as **ANNEXURES “A” to “C”** are the photocopies of the Property Card, CFO letter, IOA, Plinth CC and the said Title Certificate as referred hereinabove;
7. The Promoter have accordingly commenced the construction work of the proposed building known as **“49, SIMANDHAR ROYALE”** presently consists of 16 Residential Floors or More as per sanctioned by the planning authority by use of the presently permissible development potentiality including pro rata FSI benefit with Fungible FSI/ FSI available under V.P./ C.O. Power/ quota as may be permitted by the Concerned Authorities.
8. The terms, conditions, stipulations and restrictions, if any, laid down or which may hereafter be laid down by the Concerned Local Authorities including the Maharashtra Housing and Area Development Authority (a MHADA Unit) or any other public bodies in respect of the re-development on the said land will be observed and performed by the Promoter.

**WHEREAS -IV:**

1. As provided in the said Development Agreements after providing the agreed area in the form of **36 Flats each area admeasuring about 575.00 sq. ft. carpet** retained by the said Society for its members, the Promoter have been authorized and are entitled to deal with, dispose of and allot the remaining premises available for free sale in the said Building in favour of their prospective Allottees and to enter into agreement for sale of such premises, subject however to the terms of the said Agreements;
2. The Promoter are competent to enter into this Agreement and all the legal formalities with respect to their right to carry out the redevelopment on the land have been completed.
3. The Promoter have now registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (for short “the **said Act**”) and the Rules framed thereunder with the Real Estate Regulatory Authority at Mumbai on \_\_\_\_\_ under Registration No. \_\_\_\_\_, photocopy of which is annexed hereto and marked as **ANNEXURE “D”**;
4. The parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now desirous of entering into this Agreement on the terms and conditions appearing hereafter;
5. The parties hereto hereby confirm that they are executing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project/redevelopment as contemplated above;
6. the Allottee has applied to the Promoter for allotment of Flat No. \_\_\_\_\_ area admeasuring about \_\_\_\_\_ Sq. Ft. Carpet on \_\_\_\_\_ floor in wing \_\_\_\_\_ situated in the “**49, SIMANDHAR ROYALE**” consisting of consists of 1<sup>st</sup> Floor to 16<sup>th</sup> Upper residential Floors on the project land to be constructed thereon,
7. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Allottee/s has/have applied to the Promoter and the Promoter have agreed for sale to the Allottee/s a premises being Flat No.\_\_\_\_\_ admeasuring about \_\_\_\_\_ sq. fts. (Carpet area inclusive of Fungible FSI as defined hereafter) on \_\_\_\_\_ Floor in the said new Building presently under construction on the said land and more particularly described in **Second Schedule** hereunder written and shown on the floor plan annexed hereto as **ANNEXURE “E”** (for short “the **said Flat**”) as permissible under the Applicable Law and of pro rata share in common area at or for the

consideration of Base Price Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) excluding applicable GST & LBT, statutory levies/Stamp Duty/Registration Charges as applicable, deposits, charges, Funds, Share money, Maintenance charges, and Payment of various other amounts etc. as set out hereinafter;

7. The copy of the plan in respect of the said Flat agreed to sale and hereto annexed and marked as **ANNEXURE "E"**;
8. The carpet area of the said Flat as defined under the provisions of RERA and the Rules framed thereunder.
9. The parties relying on the Confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
10. The fixtures, fittings and amenities to be provided by the Promoter in the said Building and the Flat are those that are set out in **ANNEXURE "F"** hereto.
11. Prior to execution of this Agreement the Allottee/s, from and out of the total consideration of Flat is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) excluding of statutory levies/Stamp Duty/Registration Charges, GST, LBT, deposits, charges, Funds, share money, Maintenance Charges etc. have paid to the Developer a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) after deducting statutory deduction (applicable TDS) being the earnest money/ booking amount/part payment in respect of the said premises, agreed to be sold, by the Promoter to the Allottee/s (the payment and receipt whereof the Promoter hereby admit and acknowledge) and the Allottee/s have agreed to pay to the Promoter the balance of the sale price/consideration and other amounts in the manner and within the time as mutually agreed upon;
12. The Allottee/s have demanded from the Promoter and the Promoter have given to the Allottee/s inspection of all the documents relating to the said development works including presently sanctioned plans, designs, specifications as approved by the Maharashtra Housing and Area Development Authority (a MHADA Unit) and/or such other documents such as City Survey documents as are prescribed under the Maharashtra Ownership Flat and Apartment Act 1963 (Regulations of Construction Sale, Management and Transfer) and the applicable Laws which include the Real Estate (Regulation and Development) Act 2016 (for short "the **said Act**") and the Rules on being framed thereunder;
13. Under section 13 of the Real Estate (Regulation and Development) Act 2016 ("Act") read with Maharashtra Real Estate (Regulation and Development)

(Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("Rules") the Developer is required to execute a written Agreement for sale of said Shop/Flat with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

14. The Flat Allottee/s has carefully gone through all the provisions of the said Agreement.

15. The parties hereto are now desirous of recording the said terms and conditions as mutually agreed upon into writing, as hereinafter appearing;

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

1. The Promoter shall construct the said building/s known as "**49, SIMANDHAR ROYALE**" consisting of consists of on 1<sup>st</sup> Floor to 16<sup>th</sup> Upper residential Floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. .... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in ..... Wing in the building "**49, SIMANDHAR ROYALE**" (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures "E" for the consideration of Rs. ..... including Rs. ..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Parking bearing Nos \_\_\_\_ situated at \_\_\_\_ stilt and / or Stack/mechanical Parking Tower being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-

1(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs.\_\_\_\_\_/-

1(c) The Allottee has paid/agreed to pay to the Promoter the Total aggregate consideration in the following manner ("Payment Plan") plus GST @ 5% of the Total Consideration: -

Particulars	% of Total Price	Amount (Rs.) For Total Consideration	Amount (Rs.) For GST (5%)	Amount (Rs) Inclusive of GST
On Booking	10 %			
On or Before Execution of this Agreement	20 %			
On Completion of Plinth	15 %			
On Completion of 1 <sup>st</sup> Slab	5%			
On Completion of 3 <sup>rd</sup> Slab	5%			
On Completion of 6 <sup>th</sup> Slab	5 %			
On Completion of 9 <sup>th</sup> Slab	5 %			
On Completion of 12 <sup>th</sup> Slab	4 %			
On Completion of 15 <sup>th</sup> Slab	3 %			
On Completion of 17 <sup>th</sup> Slab	3 %			
On Completion of Walls, Internal wall Plaster, Flooring, Doors, Windows Work of the Said Apartment	4 %			

On Completion Sanitary fittings, Staircases, Lifts Wells, Lobbies of the Said Apartment	4 %			
On Commencement of Internal Plumbing and External Plaster, Elevation Work	4 %			
On Commencement of Lifts, Electrical Fittings	4 %			
On Commencement of Lifts, Water Pumps, Electrical Fittings, Entrance Lobby, Plinth Protection, Paving	4 %			
against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate	5 %			
<b>Total</b>	<b>100 %</b>			

1(d) The Total Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building 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 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 within \_\_\_\_\_ days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee 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 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. Note: Each of the instalments mentioned in the sub clause (ii) to (v) shall be further subdivided into multiple instalments linked to number of floors in case of multi-storied building.

2.1 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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is \_\_\_\_\_ square meters only and Promoter has planned to utilize Floor Space Index of \_\_\_\_\_ 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 Regulation 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 entire available FSI of society property to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, 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) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail 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 or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ which may be extended by up to six months due to unforeseen circumstances ("Delivery Date"). If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of - (i) war, civil commotion or act of God ; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as

per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within **3 (three) months** from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within **7 days of receiving the occupancy certificate of the Project.**

- 7.2 The Allottee shall take possession of the Apartment within **15 days** of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment/Plot to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at 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 defect in the manner as provided under the Act.
8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and the allottee shall use the parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s)s of Apartments in the building shall join and become member of the existing Society known "**CHEMBUR YASHO JYOTI CO-OPERATIVE HOUSING SOCIETY LIMITED.**", a Society duly registered under the Maharashtra Co-Operative Societies Act, 1960 bearing Registration No.

**BOM / HSG /7615 of 1981 dated 26/05/1982** and having its Registered Office at Building No. 49, Subhash Nagar, Chembur, Mumbai - 400071.

- 9.1 Since existing society herein is already lease holder of land and the building in which apartment is situated is constructed on the society's land, hence no need of making conveyance deed in favour of the society.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ..... per month towards the outgoings.
10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
  - (i) Rs. ..... for share money, application entrance fee of the Society.
  - (ii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society.
  - (iii) Rs. ..... for deposit towards provisional monthly contribution towards outgoings of Society
  - (iv) Rs. .... For Deposit towards Water, Electric, and other utility and services connection charges.
  - (v) Rs. ..... for deposits of electrical receiving and Sub Station provided in Building.
11. The Allottee/s shall pay to the Promoter a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection of the said Society for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the supplementary lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER** The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the 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 has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. The Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the existing society;
- 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.

14. The Allottee/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case

any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment 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 Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his 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 Apartment 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.

- i. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- ii. The Allottee shall observe and perform all the rules and regulations which the 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 Apartments 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 shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment 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.
- iii. Till warranty period of the structure of the building in which Apartment is situated, the Allottee shall permit the Promoter and their surveyors and agents, with or without work men and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the complete the construction work in all aspect including amenities of the said project.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

**18. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**19. 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.

**20. RIGHT TO AMEND**

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

**21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

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 Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

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

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

**24. 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.

**25. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Chembur, Mumbai after the Agreement is duly executed by the Allottee 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.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or

the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee's Address)

Mobile : +91

Notified Email ID: \_\_\_\_\_

**M/S. SIMANDHAR HOMES LLP**

206, Swagat Building, Shop No. 6,  
Ghatkopar (East), Mumbai - 400077.

Mobile No. +91 8356981705

Notified Email ID: simandhahomes@gmail.com

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

**28. JOINT ALLOTTEES**

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 to consider as properly served on all the Allottees.

**29. Miscellaneous**

**a. Rights of the Promoter:**

1. **Promoter obligation for obtaining Occupation Certificate (OC)/ Completion Certificate (CC):** The Developer 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 Flat Allottee/s, obtain from the concerned local authority occupancy and / or completion certificates in respect of the Flat/shop.

2. **Hoarding rights:** The Flat/shop Allottee/s hereby consents that the Promoter may and shall always continue to have the right to place/erect hoarding/s on the Project Land, of such nature and in such form as the Promoter may deem fit and the Promoter shall deal with such hoarding

spaces as its sole discretion until conveyance to the association / apex body / Apex Bodies and the Flat/shop Allottee/s agree/s not to dispute or object to the same. The Promoter shall not be liable to pay any fees / charges to the existing Society / apex body / apex bodies for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Promoter and/or by the transferee (if any).

### **3. Unsold Apartment(s)/Flat/shop:**

- i. All unsold and/or unallotted premises, areas and spaces in the Building including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or unallotted premises and shall be entitled to enter upon the Project Flat/shop and the Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.
- ii. The Promoter shall without any reference to the Flat/shop Allottee/s, association / apex body / apex bodies, be at liberty to sell, let, sub- let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted premises and spaces therein, as it deems fit. The Promoter shall be entitled to enter in separate agreements with the Allottees of different premises in the building on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new Flat/shop Allottee/s as member/s of the existing society and/or association / apex body / apex bodies. The Flat/shop Allottee/s and / or the association / apex body / apex bodies shall not claim any reduction in the Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / apex body / apex bodies.

### **4. Nomination**

The Allottee hereby nominates his/her \_\_\_\_\_ (herein after referred to as "said Nominee") as his nominee in respect of the said Premises. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises and shall be liable and responsible to perform the same, so far as permissible in law. The

Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee.

**30. Stamp Duty and Registration :-**

- i) The Allottee/s herein categorically accepts and agrees that pursuant to Govt. Notification issued U/No. TPS-1820/AN-27/P.K.80/20/UD-13 dated 14.01.2021, the Promoter has availed benefit of 50% reduction of premium facility (hereinafter to be referred to as said "Incentives") and that benefit of said incentives has/have been passed on to said Allottee/s herein in terms of payment of full applicable stamp duty by the Promoter on this Agreement and the Allottee/s herein is/are not bearing any amount payable towards stamp duty as applicable hereof. The Allottee/s further agrees to sign, execute and register all the Documents, Affidavits, Applications, Certificates or any other subsequent documents, etc. and / or give consent to Promoter to fulfill all other formalities in compliance against the benefit of said incentives, as may be required by the concerned authorities. Further, it is agreed by the allottee/s that in case of any break up given for the Sale Consideration, it shall be only for the purpose of understanding and explanation to the Allottee/s and the Allottee/s shall not raise any objection and/or dispute or claim any amount/difference of amount whatsoever explained in the break ups now or in future thereof. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account.
- ii) The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter's authorized representative will attend such office and admit execution thereof.

**31. 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 Mum-Rera Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

**32. 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 courts will have the jurisdiction for this Agreement

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

#### **FIRST SCHEDULE**

##### **(DESCRIPTION OF THE PROJECT)**

All that piece or parcel of land area admeasuring about 1619.54 Square Meters lying being City Survey No. 828 (Pt.), 828/52 to 828/63 of Revenue Village Chembur situated at Subhash Nagar, Chembur, Mumbai - 400071.

On or Towards the East By	:	Existing Chawls
On or Towards the West By	:	40'.0 Wide Road
On or Towards the North By	:	Building No. 50
On or Towards the South By	:	Building No. 48

#### **SECOND SCHEDULE**

##### **(DESCRIPTION OF THE FLAT)**

Flat No. \_\_\_\_\_ Admeasuring \_\_\_\_\_ sq. mts. equivalent to RERA Carpet Area of \_\_\_\_\_ Sq. ft. of Area on \_\_\_\_\_ Floor in \_\_\_\_\_ Wing in the Building to be known as "49, **SIMANDHAR ROYALE**" of "Chembur Yasho Jyoti Co-operative Housing Society Limited" situated at Building No. 49, Subhash Nagar, Chembur, Mumbai - 400071.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

BY WITHIN NAMED M/S. SIMANDHAR HOMES LLP

THROUGH ITS PARTNER

MR. _____		
Photograph	Signature	Thump Impression

In Presence of .....

1.

2.

SIGNED SEALED AND DELIVERED BY THE WITH NAMED

ALLOTTEE/S;

MR. _____		
Photograph	Signature	Thump Impression
MRS. _____		
Photograph	Signature	Thump Impression

In Presence of .....

1.

2.

## RECEIPT

Received with thanks from **Allottee/s** a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** as **Earnest Money** for the said Apartment No..... on ..... Floor in the Building to be known as "**49, SIMANDHAR ROYALE**" of "Chembur Yasho Jyoti Co-operative Housing Society Limited" situated at Building No. 49, Subhash Nagar, Chembur, Mumbai - 400071.

The details of Payment is as follows:

Payment Details				
Sr. No.	Cheque No.	Date	Bank & Branch	Amount (Rs.)
1.				
2.				
	<b>TOTAL AMOUNT</b>			...../-

We say received Rs...../-

**M/S. SIMANDHAR HOMES LLP**

In the presence of:

- 1.
- 2.