

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai on this _____ day of _____, 20____, BY AND BETWEEN **M/S. SATRE CONSTRUCTIONS LLP**, (PAN: _____), a Limited Liability Partnership registered under the provisions of Limited Liability Partnership Act, 2008 having its registered office at G-1 & G-2, Ground Floor, D-1 Building, Vedant Complex, Kores Road, Vartak Nagar, Thane West, Thane 400606, hereinafter referred to as “**THE PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their successors and assigns) of the **FIRST PART:**

AND

Mrs. _____ (PAN: _____),
(AADHAR No. _____), and Mr.
_____ (PAN: _____), (AADHAR
No. _____) presently residing at
_____,

hereinafter referred to as ‘**THE PURCHASER/S**’ (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include in case of individuals his/her/their heirs and legal representatives and in case of partnership firm, the Survivor of them and their respective heirs and legal representatives & in the case of a Corporate body, its successors and assigns and in the case of the Trust its trustees for the time being) of the **SECOND PART:**

WHEREAS:

A) One Kanjur Co-operative Housing Society Limited was seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land bearing CTS No.826, admeasuring about 4093.40 square metres, CTS No.939, admeasuring about 413.20 square metres, CTS No.940, admeasuring about 15 square metres, CTS No.940/1, admeasuring about 15 square metres, CTS No.940/2, admeasuring about

13.70 square metres, CTS No.940/3, admeasuring about 13.70 square metres and CTS No.941, admeasuring about 432.90 square metres, totally admeasuring about 4996.9 square metres, situate at Village: Kanjur, Taluka: Kurla, District Mumbai Suburban (hereinafter referred to as “the First Property”) and more particularly described Firstly in the First Schedule hereunder written;

- B) By Deed of Conveyance dated 1st August 2018 made and executed between Kanjur Co-operative Housing Society Limited therein referred to as the Vendor and the Promoter herein, therein referred to as the Purchaser, the Vendor therein sold, transferred and conveyed and the Promoter herein acquired and purchased part portion of the First Property, i.e. an area admeasuring about 4991.4 Sq. Meters out of total area admeasuring about 4996.9 Sq. Meters. The said deed of Conveyance is duly registered with the office of the Sub-Registrar of Assurances at Kurla, under Serial No.KRL-4-14650 of 2018 on 29th November 2018;
- C) Thereafter, by another Deed of Conveyance dated 15th January 2024, made and executed between Kanjur Co-operative Housing Society Limited therein referred to as the Vendor and the Promoter herein, therein referred to as the Purchaser, the Vendor therein sold, transferred and conveyed and the Promoter herein acquired and purchased remaining part portion of the First Property, i.e. an area admeasuring about 5.5 Sq. Meters out of total area admeasuring about 4996.9 Sq. Meters. The said Deed of Conveyance is duly registered with the office of the Sub-Registrar of Assurances at Kurla, under Serial No.KRL-4-1052 of 2024 on 15th January 2024; Accordingly, the Promoter herein acquired and purchased the First Property.
- D) Vijayalaxmi Alias Vijaya Raghvan Velambath and three others were seized and possessed of and well and sufficiently entitled to all that piece and parcel of land bearing CTS No.934/B, admeasuring 221.4 square metres and 934/C admeasuring 115 square metres, situate, lying and being at Village:-Kanjur, Taluka:- Kurla, Mumbai Suburban District

(hereinafter referred to as “the Second property”) and more particularly described Secondly in the First Schedule hereunder written;

- E) By Deed of Conveyance dated 31st March 2021 made and executed between Vijayalaxmi Alias Vijaya Raghvan Velambath and three others as Vendors and Promoter herein as the Purchaser, the said Vendors therein sold, transferred and conveyed and the Promoter herein acquired and purchased the Second Property. The said Deed of Conveyance is duly registered with the office of the Sub-Registrar of Assurances at Kurla under Serial No.KRL-4-13159 of 2021 on 22th July 2021;
- F) One Kanjur Co-operative Housing Society Limited was seized and possessed and otherwise well and sufficiently entitled to all that pieces and parcel of lands bearing CTS No.956A admeasuring about 193.40 square metres, situate at Village: Kanjur, Taluka: Kurla, District: Mumbai Suburban (hereinafter referred to as “the Third Property”) and more particularly described Thirdly in the First Schedule hereunder written;
- G) The Third Property is reserved under Development Plan 2023 for Development Plan Road and is occupied by the slum dwellers;
- H) By Deed of Conveyance dated 12th January 2023 made and executed between Kanjur Co-operative Housing Society Limited therein referred to as the Vendor and the Promoter herein therein referred to as the Purchaser, the Vendor therein sold, transferred and conveyed and the Promoter herein acquired and purchased the Third Property. The said deed of Conveyance is duly registered with the office of the Sub-Registrar of Assurances at Kurla under Serial No.KRL-4-843 of 2023 on 12th January 2023;
- I) The Municipal Corporation of Greater Mumbai is seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land bearing CTS No.1349(Part) admeasuring 47.7 square metres situate lying and being at situate at Village: Kanjur, Taluka: Kurla, District Mumbai Suburban (hereinafter referred to as “the Fourth

Property”) and mentioned Fourthly in the First Schedule hereunder written;

- J) The Fourth Property is reserved under the Development Plan 2034 for Development Plan Road and is occupied by the slums dwellers;
- K) As per the policy of the State Government and Municipal Corporation of Greater Mumbai, the Fourth property can be made available to the Promoter for clearing the slums from the DP Road and claim the incentive thereof;
- L) By Notification dated 17th February 1977 issued under Section 4 of the Slum Act, the Competent Authority declared CTS No.826 admeasuring 4093.4 square metres as ‘Slum’ under the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act 1971 (“Slum Act”);
- M) By another Notification dated 26th July 1996 issued under Section 4 of the Slum Act, the Competent Authority declared CTS No.939 admeasuring 407.7 square metres, CTS No.940 and CTS No.940/1 to 3, admeasuring 57.4 square metres and CTS No.941 admeasuring 432.9 square metres as ‘Slum’ under the Slum Act;
- N) The land bearing CTS No.934B admeasuring about 221.4 square metres being part of the Second Property is also occupied by the slums and is in process of being declared as ‘slum’;
- O) The Promoter is proposing to develop all that piece and parcel of land bearing CTS Nos.826, 939, 940, 940/1 to 3 and 941, totally admeasuring about 4996.9 square metres, CTS No.934/B admeasuring 221.40 square metres, CTS No.956A admeasuring about 193.40 square metres, CTS No.1349(Part) admeasuring 47.7 square metres totally admeasuring about 5459.40 square metres, lying being and situate at Village: Kanjur, Taluka: Kurla, District Mumbai Suburban (hereinafter collectively referred to as “the said property”) and more particularly described in the Second Schedule hereunder written; Copy of the Property Register Cards in respect of CTS No. 826, 939, 940, 940/1 to 940/3, 941, 934/B, 956A and 1349 (part), are collectively annexed as **Annexure “A”**;

- P) The said property was occupied by various slum dwellers / occupiers. The occupiers proposed to form the Society namely Shree Ganesh Niwas SRA Co-operative Housing Society (Proposed), for development of the said Property under the Scheme popularly known as 'Slum Rehabilitation Scheme' framed under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Rehabilitation) Act 1971 ("the Slum Act") read with Development Control and Promotions Regulations 2034 ("the DCPR 2034");
- Q) The occupiers of the said property approached the Promoter for development of the said property under Slum Rehabilitation Scheme or any other Scheme as may be permissible under the provisions of the DCPR 2034;
- R) There are in all 216 slum dwellers occupying the said property and majority of the slum dwellers had given their irrevocable Consent to the Promoter to develop the said property;
- S) By Development Agreement dated 25th February 2020 made and executed between Shree Ganesh Niwas Co-operative Housing Society (Proposed) on the one part and promoter herein on the other part, the said Shree Ganesh Niwas Co-operative Housing Society (Proposed) permitted, conferred and granted the development rights of the said property upon the Promoter as required under the provisions of the Slum Rehabilitation Scheme;
- T) The said Shree Ganesh Niwas Co-operative Housing Society (Proposed) also executed Power of Attorney dated 25th February 2020 in favour of partners of the Promoter to do all acts, deeds, matters and things in respect of development of the said property;
- U) The Promoter is thus, entitled to develop the said property as may be permissible under the provisions of the Development Control and Promotions and Regulation 2034 and/or any other law for the time being in force;

- V) Kanjur Co-operative Housing Society Limited was seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land bearing CTS No.935, admeasuring 728 square metres, situate at Village: Kanjur, Taluka: Kurla, District Mumbai Suburban (hereinafter referred to as “the Fifth Property”) and more particularly described in the Third Schedule hereunder written;
- W) By Deed of Conveyance dated 20th March 2019 made and executed between Kanjur Co-operative Housing Society Limited referred to as the Vendor therein and Satre Infrastructure Private Limited (“SIPL”) referred to as the Purchaser therein, the Vendor therein sold, transferred and conveyed and the Purchaser therein acquired and purchased Fifth Property. The said Deed of Conveyance is duly registered with the office of the Sub-Registrar of Assurances at Kurla, under Serial No.KRL-4-2981/2019 on 20th March 2019;
- X) The Promoter is negotiating for acquiring the right, title and interest and/or right to develop the adjoining properties i.e., bearing CTS No.828, admeasuring 2826.8 square metres (hereinafter referred to as the Sixth Property”), CTS No.934A admeasuring 1882.3 square metres (hereinafter referred to as the Seventh Property”), CTS No.936 admeasuring 452.4 square metres (hereinafter referred to as the Eighth Property”), CTS No.937 admeasuring 603.60 square metres, (hereinafter referred to as the Ninth Property”) CTS No.938 admeasuring 456.1 square metres (hereinafter referred to as the Tenth Property”), totally admeasuring about 6221.2 square metres. All the above properties adjoining to the said property are owned by or otherwise belonging to different co-operative housing societies / owners;
- Y) Upon acquisition of rights in the Sixth Property to Tenth Property or part thereof, the Promoter is desirous to amalgamate CTS No.934/C, admeasuring 115 square metres, i.e., part of Second Property and Fifth to Tenth Properties totally, admeasuring about 7064.2 square metres with the said property and create a larger layout. The properties bearing CTS No.934/C, admeasuring 115 square metres and Fifth to Tenth Property

are collectively referred to hereinafter as the “balance properties” and more particularly described in the Fourth Schedule hereunder written;

Z) The Promoter is thus, desirous to develop a layout of an area totally admeasuring about 12523.6 square metres consisting of the said properties and the balance properties or part thereof. The entire layout area is hereinafter referred to as the “Larger Property”;

AA) The Larger Property consist of slum area as well as “Non-Slum” area. Upon acquisition of rights in balance properties, or part thereof, the Promoter would be entitled to develop the Larger Property or a part thereof under the provisions of DCPR 2034 and in accordance with the applicable provisions of law;

BB) At present, the Promoter is proposing to develop the said property more particularly described in the Second Schedule hereunder written by constructing three residential buildings consisting of Rehab Building No.1 with having stilt part plus 1st to 21st upper floors and Rehab Building No.2 consisting of Wing A, stilt plus 9 upper floors and Wing B consisting of stilt plus 9 upper floors consisting of rehab units and PAP units and the Sale Building No.3 consisting of part basement plus ground (part), stilt part and 1st to 35th upper floors.

CC) The FSI proposed to be consumed on the said property is admeasuring about 26000 square metres of thereabout;

DD) The Promoter has appointed Smt. Sheetal Nikhare of M/s. S.S. Associates, as Architect and has entered into a standard agreement with them as prescribed by the council of Architects. The Promoter has appointed Mr. Nandkumar R Patil of M/s. Samishthi Techno Services Consultants LLP, as Structural Engineers, for the proposed buildings;

EE) Ms. Poonam Tiwari, Advocate for Promoter has issued a Certificate of Title dated 25th December 2023 in respect of the said property. A copy of the Certificate of Title is annexed hereto as **Annexure “B”**;

FF) The Promoter, has applied for sanction of the Slum Rehabilitation Scheme for the said property mentioned in Second Schedule

hereunder, and has received the following permissions / approvals and sanctions for the development of the said property from various authorities including SRA as follows:

- i. Annexure II under No.Dy.C/E&C/Bhandup/2021,O/w. 903 dated 15th June 2021 issued by the Competent Authority certifying 173 slum dwellers as eligible;
- ii. Supplementary Annexure II under No.CA No.8/SRA/Shree Ganesh Niwas/2023, O/w. 1377 dated 20th April 2023 issued by the Competent Authority certifying additional 22 slum dwellers as eligible;
- iii. Supplementary Annexure II under No.CA No.8/SRA/Shree Ganesh Niwas/2023, O/w. 4539 dated 1st December 2023 issued by the Competent Authority certifying additional 4 slum dwellers as eligible;
- iv. No Objection Certificate under No.FB/HR/RVI/138 dated 31st March 2021 issued by Chief Fire Officer, Municipal Corporation of Greater Mumbai. The same is revised on 15th November 2023;
- v. No Objection Certificate under No.SNCR/West/B/062621/552736 dated 26th August 2021 issued by Airport Authority of India. A copy of the No Objection Certificate dated 26th August 2021 is annexed as **Annexure “C”**;
- vi. Letter of Intent under No.S/PVT/0161/20200904/LOI dated 10th January 2022 issued by Slum Rehabilitation Authority granting approval to the Slum Rehabilitation Scheme to the said property. The said Letter of Intent is revised on 22nd November 2023. A copy of the Revised Letter of Intent dated 22nd November 2023 is annexed hereto and marked as **Annexure “D”**;
- vii. Layout Approval under No.S/PVT/0161/20200904/Layout dated 10th March 2022 issued by Slum Rehabilitation Authority.
- viii. Environmental Clearance under No.EC22B038MH166089 dated 13th September 2022 issued by State Environment Impact Assessment Authority of Maharashtra and revised Environmental Clearance under No.EC24B038MH110038 dated 2nd February 2024;

- ix. Amended Intimation of Approval under No. S/PVT/0161/20200904/AP dated 18th December 2023 issued by Slum Rehabilitation Authority in respect of Rehab Building No.1.
- x. Amended Intimation of Approval under No. S/PVT/0161/20200904/AP dated 18th December 2023 issued by Slum Rehabilitation Authority in respect of the Rehab Building No.2.
- xi. Amended Intimation of Approval under No.S/PVT/0161/20200904/AP dated 18th December 2023 issued by Slum Rehabilitation Authority in respect of Sale Building No.3.
- xii. Commencement Certificate of Rehab Building No.1 under No.S/PVT/0161/20200904/AP dated 1st March 2023 issued by Slum Rehabilitation Authority. The same is revised / further endorsed on 18th December 2023.
- xiii. Commencement Certificate of Sale Building No.3 under No.S/PVT/0161/20200904/AP dated 1st March 2023 issued by Slum Rehabilitation Authority. The same is revised / further endorsed on 18th December 2023. A copy of the Commencement Certificate dated 1st March 2023 is annexed as **Annexure “E”**.

GG) The Promoter shall apply and obtain / revise all or any of the permissions as may be required from time to time so as to carry on the construction on the said property as described hereinabove and the Purchaser/s consents for the same;

HH) The part of the said property i.e., CTS No.956A admeasuring about 193.40 square metres i.e., Third Property and CTS No.1349(Part) admeasuring about 47.7 square metres i.e., Fourth Property are reserved for development plan road. The part of the said property i.e., CTS No.826 admeasuring about 4093.40 square metres i.e., part of the First Property is reserved for Multipurpose Community Centre (RSA 2.1) under the provisions of the DCPR 2034. The reservation for Multipurpose Community Centre (RSA 2.1) is a buildable reservation and the Promoter is entitled to develop the said area under Reservation in accordance with the provisions of DCPR 2034 in concurrence with the Municipal Corporation of Greater Mumbai.

- II) The Promoter has applied to Municipal Corporation of Greater Mumbai and the Municipal Corporation of Greater Mumbai had granted its NOC/Approval under No.CHE/026613/Dy.MA.(DP) dated 27th April 2022 for development of the said area under reservation for multipurpose community centre on the terms and conditions contained therein;
- JJ) The Promoter is also required to clear the slum / handover the area under reservation of DP Road i.e., Third Property and Fourth Property to the Municipal Corporation of Greater Mumbai in accordance with law;
- KK) Shree Ganesh Niwas Co-operative Housing Society (Proposed) is registered under the provisions of the Maharashtra Co-operative Societies Act 1960 and the Rules framed therein known as “Shree Ganesh Niwas SRA Co-operative Housing Society Limited” under Registration No.MUM/SRA/HSG/(TC)/13333 of 2022 dated 3rd August 2022;
- LL) By Supplementary Development Agreement dated 15th February 2023 made and executed between Shree Ganesh Niwas (SRA) Co-operative Housing Society Limited on one part and Promoter herein on the other, said society permitted and conferred the development rights of the said property upon the Promoter as required under the provisions of the Slum Rehabilitation Scheme;
- MM) The said Shree Ganesh Niwas (SRA) Co-operative Housing Society Limited also executed Power of Attorney dated 15th February 2023 in favour of partners of the Promoter to do all acts, deeds, matters and things in relation to Development of the said property;
- NN) The Promoter is desirous of and has planned to develop a Larger Property. The Promoter specially disclosed that for all planning purposes, it is assumed that the development will be of the Larger Property or part thereof upon acquisition of the rights by the Promoter and the Promoter may amalgamate balance properties or part thereof as and when permissible along with the said property and develop the same;

- OO) The Promoter is desirous of and has accordingly planned to develop a larger layout on the Larger Property measuring 12523.6 square metres consisting of the said property by constructing thereon Building Nos.1, 2 and 3 and further constructing Building No.4 to 7, having residential as well as commercial units. The total FSI that may be available upon acquisition of the balance properties and out of Larger Property would be around 74,000 square metres;
- PP) The Promoter has specifically disclosed that the Promoter shall amend the plans including the layout plans as and when rights are acquired by the Promoter in respect of the balance properties or any part thereof and Purchaser/s has/have agreed to purchase the flat upon fully understanding that the layout may not be restricted to the said property. A tentative proposed layout of a Larger Property contemplated by the Promoter is annexed as **Annexure "F"** hereto;
- QQ) The Promoter shall be entitled to and shall amend all the permissions including but not limited to environment clearance, building permissions, Letter of Intent, Intimation of Approval, Commencement Certificate as well as further eligibility of slum dwellers as may be required from time to time. The Purchaser/s has/have fully understood that in the proposed development, if the balance properties or part thereof is acquired by the Promoter or if the eligibility of the slum dwellers being certified by the competent authority from time to time is increased, the layout and FSI calculations would be modified and further construction will be made on the said property by constructing additional floors on Building No.2 upto 38th floors and further construction of Building Nos.4 to 7 on the balance property. The Purchaser/s has/have also fully understood that the Promoter is statutorily bound to construct the premises for all the eligible slum dwellers and the plans may undergo change as may be required. The Purchaser/s has/have also fully understood that the Promoter upon acquisition of the balance property or part thereof shall develop larger layout by constructing additional floors upto 38th Floor and further construction of Building Nos.4 to 7 on the larger property. Building Nos.4 to 7 may also be consisting of upto 38th Floor or as may be permitted. The Purchaser/s has/have consented for such

development of the Larger Property by constructing multistorey building/s thereon and from time to time applying and securing all the permissions as may be necessary in accordance with law;

RR) The Promoter shall raise a project finance from State Bank of India or any other bank or financial institution thereby creating a security on the said property or the part thereof. The Promoter however, would obtain a specific consent from such banks and/or financiers for the sale of the flat to the flat purchaser/s, if any project finance is raised by the Promoter or otherwise the said property is offered as a security to any bank and/or financial institutions;

SS) The Purchaser/s requested the Promoter to allot Flat No._____ on the _____th Floor, admeasuring _____ square metres carpet area i.e. net usable floor area as defined under Real Estate (Regulation and Development Act 2016) in the Sale Building No.3 i.e. Building known as “Satre Happynest”;

TT) The Purchaser/s has/have demanded from Promoter and the Promoter has given inspection to the Purchaser/s, of all the title documents and approvals/permissions relating to said Property, including but not limited to the documents/permissions/sanctions mentioned hereinabove.

UU) The Promoter, at the request of Purchaser/s, has agreed to allot the flat No._____ on the _____th floor, admeasuring _____ square metres carpet area i.e. net usable floor area as defined under Real Estate (Regulation and Development) Act 2016 (“**the RERA**”), in the Sale Building No.3 i.e. Building to be known as “SatreHappynest” along with _____ nos. of Car Parking Space/s, at or for lumpsum consideration of Rs._____/-(Rupees _____ Only), (hereinafter referred to as the “said flat”) as described in FifthSchedule hereunder written and more particularly shown on the Typical Floor Plan marked by red color boundary alongwith _____ nos. of Car Parking Space/s. The said consideration amount shall include the proportionate price of the common area and facilities, limited common areas and facilities and

utility areas appurtenant to said flat. Common area, facilities and amenities are defined in Sixth Schedule hereunder written;

VV) Prior to execution of this Agreement, the Purchaser/s has/have paid to Promoter, a sum of Rs. _____/- (Rupees _____ Only) being part consideration of said flat agreed to be sold by the Promoter to Purchaser/s, the payment and receipt whereof, the Promoter doth hereby admits and acknowledges. The Purchaser/s has/have also agreed to pay the Promoter, balance consideration for sale of said flat in manner hereinafter appearing.

WW) Under Section 4 of the Maharashtra Ownership Flats Act 1963 and Section 13 of RERA 2016, the Promoter is required to execute a written agreement for sale of said flat with Purchaser/s;

XX) The Developer has registered the project under the provisions of RERA 2016 on _31st January 2024 bearing registration number P51800054595. The authenticated copy of the RERA Registration certificate is annexed hereto as **Annexure“ G”**.

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

1. The recitals hereinabove shall form and forms an integral and operative part of this Agreement as if the same were incorporated herein verbatim and shall be interpreted and construed and read accordingly.
2. The Promoter is presently developing the said property more particularly described in the Second Schedule hereunder written by constructing three residential buildings consisting of Rehab Building No.1 having stilt part plus 21 upper floors, and Rehab Building No.2 consisting of Wing A having stilt plus 9 upper floors and Wing B having stilt plus 9 upper floors consisting of rehab units and PAP units and the Sale Building No.3 to be known as “Satre Happynest” consisting of ground (part), stilt (part), plus 1st to 35th upper floors as per plans sanctioned by the Slum Rehabilitation Authority from time to time. The plans shall be revised

from time to time. The Purchaser/s hereby confirms/s that he/she/they has/have inspected the original of the said Sanctioned Plans, Intimations of Approval, Commencement Certificates and all other permissions approval and sanctions.

3. The Purchaser/s hereby agree/s to Purchase from the Promoter and the Promoter hereby agrees to sell Flat No._____, admeasuring _____ square metres carpet area i.e. net usable floor area as defined under Real Estate (Regulation and Development) Act 2016, on ____ Floor in the Sale Building No.3 i.e. building known as “Satre Happynest” under construction on the said Property, which flat is more particularly described in theFifth Schedule hereunder written and delineated by red color boundary line on the Plan at **Annexure “H”** along with ___ nos. Car Parking Space/s(hereinafter the **“said flat”**) at or for the consideration of Rs._____/-(Rupees _____ Only), including the consideration for proportionate common areas and facilities appurtenant to the said Flat. The nature, extent and description of common areas are more particularly described in the Sixth Schedule hereunder written.
4. The Purchaser/s hereby agree/s to pay to Promoter, the consideration of Rs._____/-(Rupees _____ Only) for purchase of the said Flat as under:

1.	Booking Amount/ Earnest money	10%
2.	On Completion of the Plinth	20%
3.	On Completion of 5 th Slab	6%
4.	On Completion of 10 th Slab	6%
5.	On Completion of 15 th Slab	6%
6.	On Completion of 20 th Slab	6%
7.	On Completion of 25 th Slab	6%
8.	On Completion of 30 th Slab	6%
9.	On Completion of 35 th Slab	3%
10.	On completion of Terrace Slab	1%

11.	On Completion of internal Walls, internal putty/gypsum, installation of door frame and window sill of the said flat	5%
12.	On Completion of internal water-proofing, tiling and internal concealed plumbing of the said flat	5%
13.	On completion of internal electric conducting and installation of doors and windows of the said flat	5%
14.	On completion of external plumbing, water proofing of terrace and external paint	5%
15.	On Completion of staircase flooring, staircase doors, staircase windows, installation of lift and water pumps .	5%
16.	On Possession	5%
	Total	100%

5. It is expressly agreed that the said flat shall contain specifications, fixtures, fittings and amenities as described in the **Annexure "I"** hereto and the Purchaser/s confirm/s that the Developers shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said flat.
6. The consideration mentioned in clause 4 above is exclusive of taxes, cesses, levies and charges, if any. The Purchaser/s is/are specifically informed that the Government of India and the Government of Maharashtra has levied Goods and Services Tax ("GST"). The Purchaser/s has/have agreed to pay the GST as may be applicable and payable in addition to the consideration mentioned in Clause 4. In addition to the payment of GST as stated above, any charges, cess, taxes or levies that the Central Government/ State Government, or any other authority may levy, either on the said flat or arising out of the execution of these presents, the same will be payable by the Purchaser/s as and when demanded by the Promoter. If on account of change/amendment in the present statute or laws, rules, regulations and policies or enactment of new laws by the Central / State and any other Local Authority, if any other taxes, cess, charges become payable to any Authority, Local

Bodies or Government from time to time, such increased taxes, charges, cess, the Purchaser/s shall be solely and exclusively liable to bear and pay the same as and when demanded by the Promoter.

7. The Purchaser/s hereby agrees that in the event any amount by way of premium or Security Deposit or betterment charges or development charges or tax for the purpose of giving water connection, and electricity connection or development or any other tax, cess, charges or payment of a similar nature is payable to the Municipal Corporation of Greater Mumbai or to the State Government and/or Central Government or Slum Rehabilitation Authority, the same shall be paid by the Purchaser/s to the Promoter in proportion to the area of the said flat and in determining such amount the discretion of the Promoter shall be conclusive and binding upon the Purchaser/s. Such payment will be over and above consideration and the other payments referred to in this agreement.
8. The Purchaser/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the MCGM/SRA or to the State Government or any other tax or payment of a similar nature becoming payable by the Promoter, the same shall be reimbursed by the Purchaser/s to the Promoter in proportion of the said flat agreed to be purchased by the Purchaser/s and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Purchaser/s.
9. The Purchaser/s shall, without fail and without any delay or default or demur, pay the installments stated in Clause 4 and any other amount payable hereunder on its respective due dates, as time in respect of each of the said payment/installment is of the essence of the contract. The Promoter will forward an intimation/demand notice, regarding status of work carried out, by courier/email/post to the Purchaser/s, at the address given by the Purchaser/s herein and the Purchaser/s will be bound to pay the amounts of installments within eight days of Promoter dispatching such intimation. The Promoter shall keep the certificate of their Architect/s certifying that the Promoter has carried out the aforesaid work and such certificate will be open for inspection to the Purchaser/s at the

office of the Promoter. The said certificate shall be final and binding upon the Purchaser/s and the Purchaser/s agree not to dispute the same.

10. The Purchaser/s agree and confirm that the installments of consideration amount and all other amounts payable by the Purchaser/s under these presents shall be paid on its respective due dates without any delay, demur or default as time is the essence of contract, in respect of each of the payment of installments and in respect of all amounts payable under these presents by the Purchaser/s. Upon delay or default on the part of the Purchaser/s in payment of any of the installments or amount, the Promoter shall be entitled to charge interest of highest marginal cost of State Bank of India's Lending Rate plus 2 percent on all such amounts and installments from the date of default till receipt of payment by the Promoter. Without prejudice to Promoter's rights in law and under these presents, upon delay or any three defaults committed by the Purchaser/s in payment of installments or any other amount or amounts under these presents, on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, and all other outgoing), or any other breach of terms and conditions as contained in this Agreement, the Promoter shall, at their option, be entitled to terminate the Agreement. PROVIDED AND ALWAYS that the power to terminate, herein contained, shall be exercised by the Promoter after giving the Purchaser/s 15 days prior notice in writing, through Registered Post or email at the email address provided by the Purchaser, of their intention to terminate this Agreement specifying the breach or breaches of the terms and conditions on the account of which the Promoter intend to terminate the Agreement, and the Purchaser/s fails in remedying such breach or breaches within the stipulated period of 15 days from the date of such notice from the Promoter. It is further agreed that upon termination of this agreement, as stated herein, the Promoter shall refund to the Purchaser/s, the installments of part payments of sale price if any, within 30 days from the date of termination excluding up to 10% (ten percent) of the total consideration amount which shall stand forfeited towards the pre-estimated liquidated damages and the Purchaser/s shall have no claim or right on the same. The Promoter shall not be liable to pay, in the event of termination and/or cancellation of this agreement to the Purchaser/s, any

compensation, damages, interest, costs and shall also not be liable to reimburse to the Purchaser/s any government charges such as GST, Stamp Duty, Registration Fees, cess, premium etc. The amount shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said flat but subject to what is stated herein. On Promoter sending the refund cheque by registered post / courier to the Purchaser/s at the address mentioned herein or the Promoter transferring the amount of refund by electronic mode to the account of the Purchaser/s, will amount to refund whether the Purchaser/s encashes the same or not. Upon termination of this agreement by the Promoter, the Promoter shall be at liberty to dispose of and sell the said flat, to such person or persons, at such price and on such terms and conditions as the Promoter may, in their absolute discretion, deem fit and the Purchaser/s agrees that he/she/they shall not be entitled to question such sale or to claim any amount from the Promoter.

11. The Promoter shall not be bound to accept the payment of any installment unless the same is paid along with the amount of GST (original or enhanced/ increased as mentioned herein) if any applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoter under this agreement if such payment is not accompanied with the applicable GST (original or enhanced/ increased as mentioned herein), if any payable. In case the said taxes are not paid by the Purchaser/s on or before taking possession of the said flat as the case may be, then in that event, the Purchaser/s shall forthwith pay to the Promoter without any protest and there shall be a charge on the said flat for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter). Such amount will be paid with interest at the rate of highest marginal cost of State Bank of India's Lending Rate plus 2% from the date the same is due. The Purchaser/s hereby indemnifies and agrees to keep the Promoter indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoter on account of the Purchaser/s failing to pay to the Promoter on demand of the amount payable by the Purchaser/s towards the said taxes as provided hereinabove. The failure to pay the said amounts with interest and

penalty if any shall be treated as breach of the Agreement and the consequences including termination will follow.

12. After the construction of the building is complete and the Occupation Certificate is granted, the Promoter shall confirm the final carpet area that has been allotted to the flat purchaser/s subject to variation of maximum 3%. If there is any reduction in the carpet area as per the cap of 3%, the proportionate excess amount shall be refunded by the Promoter to the Purchaser/s within 45 days with interest of highest marginal cost of the State Bank of India's lending rate plus 2% from the last date when such installment of amount was paid by the Purchaser/s. In case if the carpet area is in excess then such excess amount shall be demanded by the Promoter from the Purchaser/s and the purchaser shall pay the said amount to the promoter herein within a period of seven working days from the date of intimation to the purchaser. The monetary adjustments will be made at the same rate per square meter as agreed in this Agreement as per Clause (4) herein.
13. The Promoter has the sole discretion to adjust all the payments made by the Purchaser/s under any head of dues against any lawful outstanding. The Promoter shall in its sole discretion adjust or appropriate all the payments made as it deems fit and the Purchaser/s shall not object, demand or direct the Promoter to adjust the payments in any other manner.
14. The Promoter shall inform the society of flat purchasers / organization, the particulars of all car parking spaces allotted to various Purchaser/s of Premises for the record of the Society when incorporated. The Purchaser/s is/are aware that the basement/ stilt / stack/ mechanized parking etc. in which the parking is allotted to the Purchaser/s has/have been specifically provided/ constructed as sanctioned by the SRA for car parking and the Purchaser/s agree/s and undertake to use the said area only for parking and for no other purpose. The Purchaser/s is/are also aware that the number of car parking spaces required under DCPR 2034 and sanctioned by the authority is lesser than the number of flats to be allotted to prospective purchaser/s, therefore the Promoter has allotted to

some Purchaser/s the exclusive right to park cars “on first come first serve basis” as attendant to/appurtenant to the said flat agreed to be sold to them in the space sanctioned for parking vehicles and the Purchaser/s herein hereby unconditionally accept/s and confirm/s the same and agree/s not to oppose the grant of such exclusive rights to park, at any time hereafter. These exclusive rights to park car as aforesaid will stand attached to such flat and the same shall not be transferred by the Purchaser/s otherwise than with the transfer of such flat. The Purchaser/s is/are aware that specifically relying on the aforesaid assurances and undertakings, the Purchaser/s is/are sold the said flat.

15. It is hereby agreed and understood between the parties hereto that:

- (a) The Purchaser/s is/are informed specifically that at present, the Promoter has proposed the development of the said property by constructing three buildings, Rehab Building no.1 consisting of having stilt part plus 1st to 21st upper floors and Building No.2 consisting of 2 wings- wing A having Stilt plus 9 upper floors and wing B comprising of Stilt plus 9 upper floors and Sale building No.3 namely “Satre Happynest” consisting of part basement, plus ground part plus stilt part plus 1st to 35th part upper floors on the said property. The Plans shall be revised and sanctioned from time to time in phases by the Slum Rehabilitation Authority in accordance with the procedure.
- (b) The Promoter has commenced the construction in accordance with the plans, designs, specifications etc. approved by the concerned planning authority and other approvals and sanctions granted by the other competent authorities which have been seen and verified by the Flat Purchaser/s. The Purchaser/s agree/s and confirm/s and consent/s for such variations and modifications in the plans, designs and specifications etc. as may be required by the concerned local authority or planning authority the Government to be made in them or any of them or as may be desired by the Promoter as recorded herein. The Purchaser/s hereby expressly and irrevocably consent to the Promoter re-designing any building or buildings or the recreation area or internal road and passages and such other area or

areas which the Promoter may desire to realign and redesign provided that the Promoter shall have to obtain prior consent of the Flat Purchaser/s in respect of such variations or modifications which may adversely affect area of the said flat and location of the said flat. The FSI that may be available in respect of the said property including TDR, Fungible FSI or FSI in any other form as may be permissible under the DCPR 2023 is about 26,000 square metres of built-up area. At present, the SRA has certified 199 slum dwellers as eligible out of 216 slum dwellers. The Promoter has also planned to utilize FSI by availing TDR, amenity TDR, Fungible FSI or any other incentive FSI by implementing various schemes as mentioned in the DCPR 2034, or based on future expectation of increased FSI which may be available in future due to modification to DCPR 2034, which are applicable to the development of the said property. The Promoter has disclosed the FSI of 26,000square meters built up area proposed to be utilized on the said property by the Promoter and the Purchaser/s has/have agreed to purchase the Flat on the basis of the proposed construction and sale of flats to be carried out by the Promoter by utilizing the FSI upto 26,000 square Metres built up area and on the understanding that the FSI shall belong to Promoter alone.

- (c) The Purchaser/s agree/s and confirm/s that in the event, more than 199 slum dwellers are made eligible, the Promoter shall be required to accommodate the slum dwellers in-situ and may be entitled to the additional FSI accordingly. The Purchaser/s hereby grant specific irrevocable consent and has no objection of whatsoever nature for additional construction to be carried out by the Promoter either by constructing the additional building or by constructing the extension to the existing building and consume the FSI as may be available and modify plans as may be required. The Purchaser/s has/have understood and accepts that the certification of eligibility of slum dwellers is not final and may undergo a change and accordingly, the planning and development will undergo a modification. The Promoter confirms that the areaof the said flat and the location of

the said flat shall not be changed without consent for the Purchaser/s.

- (d) The Purchaser/s specifically consent/s and agree/s that Promoter shall carry out such modification as may be required in the building under construction or in all or any of the buildings and the layout plans at its sole discretion, provided however that the area of the said flat and the location of the said flat shall not change.
- (e) The Promoter, shall have the full right, absolute authority and unfettered discretion to use, utilize and consume all the FSI in any forms and TDR respectively for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Promoter may desire and deem fit and proper and as may be permitted, whether now or at any time in future till the said property is transferred in favour of the Organization/ Society of flat purchasers / slum dwellers as agreed herein.
- (f) The Promoter shall be entitled to take benefit of any approval of development rights/FSI/TDR/benefits by whatever name called which may become available with respect of the said property or any other property or properties either adjoining the said property or otherwise as may be permissible in law and the Purchaser/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever. Such additional structures and stories will be the sole property of the Promoter who will be entitled to dispose of the same in any way the Promoter choose.
- (g) The entire unconsumed and residual F.S.I. or T.D.R., if any, in respect of the said Property and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the statute, Development Plan Rules, Regulations and bye-laws governing the F.S.I and also the F.S.I. on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and

exclusively belong to and be available to Promoter, free of all costs, charges and payments, and neither the Purchaser/s herein, nor the Organization/ Society shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof.

- (h) If any portion of the said property is acquired or notified for acquisition by the Government, or by any other public body or authority, the Promoter shall be entitled to receive all the benefits / compensation in respect thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof till the said property is transferred as provided herein.
- (i) The Purchaser/s hereby expressly consent/s to the Promoter re-aligning, re-designing the said Building or Layout of the recreation area or internal road and passages and such other area or areas which the Promoter may desire to re-align and re-design. The building, if completed earlier than the other building, then the Purchaser/s confirm/s that the Promoter will be entitled to utilize any F.S.I. which may be available on the said property or any part thereof, till all the buildings are completed and the F.S.I. available is duly utilized by the Promoter and the amount or amounts receivable by the Promoter and all obligations required to be carried out by the Purchaser/s herein and other Purchaser/s of said Flat from the Promoter are fulfilled by them.
- (j) The Purchaser/s agree/s and undertake/s to permit and give the Promoter all facilities for making such additions, alterations or to put up any additional structures or floors, on the said property which addition may be horizontal and/or Vertical to the building/s to be constructed on the said property even after the society / Organization is formed and registered and the said property and the said building/s or part thereof is transferred to the society till the work of additions and alterations above is completed in full and possession of such flats, are handed over to the respective Purchaser/s of such flats . The Purchaser/s agree/s and undertake/s

not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.

- (k) The Promoter hereby reserves its right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings including Promoter's name and logo, etc. on any open spaces in the said property including on the terrace of the building and compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall continue to subsist till the transfer of property as provided herein. If any municipal rates, taxes, cess, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Purchaser/s will not object to the same for any reason whatsoever and shall allow the Promoter, its agents, servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons who they may deem fit and Purchaser/s neither himself nor through the organization raise any objection thereto. Similarly, the Promoter shall be entitled to put their boards/flex/signage/logo (illuminated or otherwise) either at entrance of the building or on the compound wall of the building or on any part of the Building or any portion in the said Property as Promoter may deems fit for the purpose of branding their firm's brand name and the project at the stipulated places in any building/s on the said property. The promoter shall spend the expenses of maintenance charges as and when required to maintain the proper condition of said signage board.

- (l) It is further expressly clarified, agreed and understood by and between the parties hereto that all car parking spaces, all open

spaces of the compound and the common terrace above the top most floor of the said Building shall always absolutely and exclusively belong to the Promoter and the Promoter shall have full right, absolute authority, and unfettered discretion to use the same in any lawful manner, including for putting up and displaying hoarding/advertisements thereon. The Promoter shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser/s or the said Organization/ Society and neither the Purchaser/s nor the said Organization / Society shall at any time raise any dispute or objection in this regard. Use of the said common terrace may also be allowed to install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. for which purpose the Promoter shall be entitled to enter into suitable arrangement/s or agreement/s with any person/s on such terms and conditions as the Promoter deem fit and to receive/collect such contract monies/rents as consideration thereof from such person/parties/ allottees. It is hereby expressly agreed that in case of further expansion more particularly the vertical expansion of the said Buildings by way of additional floor/s, the Promoter shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Promoter and the Purchaser/s and/or the said Organization/ Society shall not be entitled to raise any objection and/or create any hindrance in any manner whatsoever. The Purchaser/s will permit the authorized representative/s deputed by the Promoter /said Organization/ Society to go to the said common terrace to install, checkup and/or service Dish Antenna and/or any other electronic gadgets etc. and for repairs and maintenance of the tank/s and/or such other common facilities, at all reasonable times.

16. The Promoter shall deliver the possession of the said flat to the Purchaser/s on or before 31st December 2029, on receipt of entire consideration and other payments as agreed from the Purchaser/s. If the Promoter fails or neglect to deliver possession of the said flat to the Purchaser/s on account of reason beyond its control, then the Promoter

shall be liable, on demand from the Purchaser/s, to refund the amounts received by the Promoter from the Purchaser/s with interest in accordance with Rules from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided however that the Promoter shall be entitled to reasonable extension of time for delivering the possession of the said flat beyond the aforesaid date, if the completion of the building is delayed on account of act of God, Civil Commotion, Riot, War, Pandemic, Epidemic or any notice, order, rule, notification of the government or any other public body and/or competent authority or any order from the Hon'ble Court or any other reasons beyond the control of the Promoter resulting into delay in delivering the possession of the said flat.

17. If the Promoter fails to abide by the time schedule and/or the extended time schedule as provided herein, for completing the said flat and handing over the said flat to the Purchaser/s, the Promoter agrees to pay to the Purchaser/s who does not intend to withdraw from the project, interest as specified in the Rule, on all amounts paid by the Purchaser/s for every month of delay, till handing over of possession. It is clarified that the Promoter shall not be liable to pay the interest on the amounts paid by the Purchaser/s towards the GST, taxes, cess, development charges etc.
18. The Purchaser/s shall at the time of delivery of the possession (including the possession for fit outs or furniture and interior) of the said flat pay to the Promoter the following amounts:

a.	Rs.1,500/-	Entrance fee and Share money.
b.	Rs.15,000/-	Legal Charges for formation & Registration charges of the Society and/or the apex body.
c.	Rs._____/-	Development charges
d.	Rs.10,000/-	Electric Meter /Water Meter Charges
e.	Rs._____/-	Advance Maintenance for 12 months

The aforesaid amounts are to be paid by the Purchaser/son or before delivery of possession or upon expiry of 15 days of notice to take possession of the said Flat is sent by the Promoter whichever is earlier.

19. It is agreed between the Promoter and the Purchaser/s that within 15 days after the receipt of the Occupation Certificate to the said Flat, the Promoter shall send a notice to the Purchaser/s that the said flat is ready for use and occupation, the Purchaser/s shall be liable to take possession of the said flat within 15 days from receipt of such notice by making the entire balance payment as agreed herein. On the expiry of 15 days from the receipt of such notice, the Purchaser/s shall be liable to pay the proportionate share (i.e. in proportion to the floor area of the said flat) of all outgoing in respect of the said flat and the proposed building including local taxes and cesses, rates and all other levies by the local authority, government, water charges, Insurance charges, common lights, maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the said property and the said building until the said property is transferred as provided herein. The Purchaser/s shall continue to pay the proportionate share of outgoing as may be determined by the Promoter. The Promoter shall pay the balance amount of maintenance charges paid by the Purchaser/s to the Society after making the necessary adjustments towards the expenses incurred therefrom by the Promoter.
20. It is further agreed by the Purchaser/s that they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the facade elements or elements supporting facade should not be closed and that there should not be any change in this regard. There should not be any tampering for the existing services like plumbing, electrical, gas line etc. in the service duct areas, there should not be any tampering to any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering of the smoke seal, no work is allowed in the Electrical or Plumbing duct without prior approval/ permissions of the Promoter / and/or the Organization or of any appropriate authority, required. The Purchaser/s shall not at any time, encroach upon the Passage area/ common area outside the flat premises and/or the Service

duct area/ Chajja area inside the flat premises or outside the flat premises, as all the passage area, common area, service duct area, chajja area are the part of common amenities for the building and is the property of the Promoter till possession and after the possession, area to be maintained by the association/ society, therefore all such areas shall not be encroached upon by any of the Purchaser/s forever. It is further agreed by the Purchaser/s(s) that he/she/they shall submit a set of as-built drawings for all the services in the respective areas of the said flat and that Plans and details for interior work should be submitted to the Promoter for approval and that the work must be carried out in accordance with the permission of the Promoter. It is further agreed that the Purchaser/s(s) shall keep deposited Rs.1,00,000/- (Rupees One Lakh only) with the Promoter as a deposit, which shall be used by the Promoter to rectify damage caused, if any, to the said structure or common property or others' property during interior works of the Purchaser/s. That the decision of the Promoter in this respect shall be final and binding on the Purchaser/s(s). The Promoter shall refund the said deposit after adjusting the damages, if any, to the Purchaser/s within two months period, after completion of such work by the Purchaser/s without any interest.

21. Upon the Purchaser/s taking possession of the said flat, he/she/they shall have no claim against the Promoter as regard the quality of the building material used for construction of the said flat or the nature of the construction of the said flat or otherwise howsoever, provided that if within a period of five years from the date of handing over possession of the said flat to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter, any defects to the building, in which the said flat is situated, then, wherever possible such defects, shall be rectified by the Promoter at its own cost. It is clarified and agreed that the Promoter shall not be liable to make any payment to the Purchaser/s in a defect liability period if the Purchaser/s has altered the design of the said flat and/or carried out changes and modifications in the said flat or used / altered or tampered the duct area, services etc. or the other flat purchaser/s in the building / society / organization of flat purchaser/s have carried out modifications and alterations in the design of the building including any changes inside

or outside the flat which are not in consonance with the sanctioned building plans / occupation plan.

22. The Purchaser/s for himself/herself/themselves doth/do hereby covenant with the Promoter as follows:

- a) 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 any alteration in the elevation and outside color 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 and condition and in particular, so as to support shelter and protect the other parts of the said Building, in which the said flat is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C., pardis or other structural members in the said flat without the prior written permission of the Promoter.
- b) 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 said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building including entrances of the said Building and in case any damage is caused to the said Building and/or the said flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable to carry out the repair at the Purchaser/s' cost;
- c) Not to throw dirt, rubbish, garbage or 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.
- d) Not to do or permit to be done any act, thing which may render void and voidable any insurance of the said Property and Building in

which the said flat are situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

- e) Not to do or suffer to be done anything in the said flat or to the said Building or the said flat which is in contravention under this Agreement. And in the event of the Purchaser/s committing any act in contravention under this Agreement the Purchaser/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Purchaser/s' cost;
- f) The Purchaser/s shall not affix grills / fixtures on the exterior of the said Building or cause any obstruction of any nature whatsoever and the Purchaser/s shall forthwith remove such grills, fixtures, obstructions.
- g) No equipment such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts of the said building and/or in the compound of the said building by any of the flats/units/premise's holders and/or the said Society/ organization at any time whatsoever without the permission of the builders. However the Promoter alone shall from time to time and at all times be entitled to permit the flat/unit/premises holders of the premises in the said building to install equipment such as dish antennae/solar heaters/solar panels, D.G. set, air conditioning plants etc. on the terrace and/or under the stilts of the said building and/or in the compound of the said building as the Promoter may determine absolutely at its discretion.
- h) Maintain the said flat at his/her/their cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said Building/s or the said flat, staircase, lift, stilt portion and common passage which may be against the rules and bye laws of Mumbai Municipal Corporation or SRA or any other authority and the Purchaser/s shall not change, alter or make additions to or to the said Building or any part thereof. The Purchaser/s shall be solely responsible for any breach of the said provision. The Purchaser/s

shall not, without the sanction and permission of the authorities concerned, make any alteration or changes in the said flat and in the elevation and outside colour scheme of the Said flat/ Buildings.

- i) Till transfer of the said Property as provided herein, the Purchaser/s shall permit the Promoter and his/their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said property and Building or any part of whole of the said flat to view and examine/ inspect the state and conditions thereof.
- j) To pay to the Promoter within 7 days or on demand by the Promoter his/her/their share or security deposit demanded by the concerned local authority and/or Government and/or other public authority. Such demand or payment shall not be deemed to be permission by the Promoter for change of user unless specifically so granted in writing by the Promoter.
- k) So long as each Flat in the said Building shall not be separately assessed for Municipal taxes and water charges, the Purchaser/s shall pay to the Promoter, or to the said Society /organization, when formed, a proportionate share of the Municipal Tax, Property Tax, Non-Agricultural Tax and Water Charges and any other taxes assessed on the said Building on the basis of the area of each Flat etc. The Promoter will also be entitled to the refund of the Municipal Taxes and water taxes if any paid-on account of the vacancy of the said flat Premises/ Garage etc.
- l) To carry at his/her/their own cost all internal repairs to the said flat and maintain the said flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in the said flat or to the said Building or the said flat which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be

responsible and liable for the consequence thereof to the concerned local authority and/or public authority;

- m) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said flat by the Purchaser/s viz. user for any purposes other than purpose for which the same is allotted;
- n) In case MSEB / BEST / or any competent authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost charges and expenses thereof shall be borne and paid by all the Purchaser/s in proportion to the area of their respective Flat / Units / Premises agreed to be acquired by them.
- o) The Purchaser/s shall not let, sub-let, grant license, transfer, assign, mortgage or part with the said flat, interest or benefit of this Agreement or part with the possession of the said flat without prior consent in writing from the Promoter in that behalf.
- p) The Purchaser/s shall observe and perform all the rules and regulations which the said Organization/ Society may adopt at its inception and the addition, alternations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said flat therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being from the concerned Local Authority and of Government and other Public Bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Organization regarding the occupation and use of the said flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement.

23. Until the said property together with the said building is transferred as agreed herein or the Promoter hands over the charge to the society/ organization, the Promoter will control the management of the said building, realization of outgoings and the disbursements of the payments to be made. The Purchaser/s along with other flats/premises/ Purchaser/s and/or the co-operative society and/or limited company and/or incorporated body will not have any objection to the aforesaid right of the Promoter.
24. The Promoter hereby represents and warrants to the Purchaser/s as follows:
- a) The Promoter has clear and marketable title with respect to the said property as declared in the title report annexed to this Agreement and has a requisite right to carry out development on the said property;
 - b) The Promoter has lawful rights and requisite approvals from the competent authority to carry out development on the said property and shall obtain requisite approvals from time to time to complete the development of the said property;
 - c) There are no encumbrances on the said property or any litigation pending in any court of law;
 - d) The Promoter has a 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 Purchaser/s created herein may prejudicially be affected;
 - e) The Promoter has not entered into any Agreement for Sale or Development Agreement with any other persons with respect to the said property including the said flat which will in any manner affect the rights of the Purchaser/s under these presents;

- f) The Promoter confirms that the Promoter is not in any manner restricted from selling the said flat to the Purchaser/s in the manner contemplated in the Agreement;
 - g) At the time of execution of the transfer Deed with respect to the said property in favour of association of flat purchasers / society / company, the Promoter shall handover lawful vacant and peaceful possession of the common areas;
 - h) The Promoter has duly paid and shall continue to pay the Governmental dues, rates, charges, taxes or any other levies, premium, imposition, damages and/or penalties and other outgoings whatsoever payable with respect to the said property to Competent Authorities, till the time, possession of all the flats;
 - i) No notice has been received by the Promoter from the Government or any other local body in respect of the said property.
25. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the flat purchaser/s as advance or deposit or any amount received towards the share capital for the formation of the Co-operative society or association or company or towards outgoings, maintenance charges and shall utilize the amount only for the purpose for which they have been received.
26. The Promoter shall be entitled to, at their sole and absolute discretion:
- a) Decide to have a society and/or limited company and/or condominium and/or any other body or bodies of Purchaser/s formed and constituted as contemplated herein.
 - b) Decide the nature of document of transfer of the said property along with the building/s to be executed.
 - c) Have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may be decided by them from time to time.

- d) Have a right to terminate this agreement for sale in the event of happening any one or many of the acts, deeds things done or caused to be done by the said Purchaser/s if the Purchaser/s is not co-operative or unwilling to follow or observe the policy formulated by the said Promoter for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which has been banned by the Government of India or the State Government of Maharashtra as the case may be and or propagating any message or information or things which may adversely affect the interest of the Promoter and/or persons associated with the Promoter till the document of transfer as contemplated herein.
 - e) Decide transfer of the said building/s together with the said property to such society and/or limited company and/or condominium and/or other associations as the case may be.
 - f) Decide and determine how and in what manner the common utility areas and other recreational facilities to be used by the various flat Purchaser/s may be transferred and/or conveyed
 - g) provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the common amenities.
27. The Promoter shall, at its sole and absolute discretion form a co-operative society or a company or condominium or any other legal entity (referred to as “the said organization”) of persons buying the flats in the building or buildings as maybe permitted. The decision of the Promoter shall be binding in this respect and the Purchaser/s shall not raise any objection thereto. The rights of the Purchaser/s will be then recognized and regulated by the provisions of the said Organization and the Rules and Bye-Laws framed by such Organization.

28. The Purchaser/s agree/s that his/her/their/its interest in the said property and the said building is impartible and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said building.
29. The Promoter shall submit an application to the competent authority for registration of the co-operative society or the company or condominium or any other legal entity of the flat purchasers, as the case may be in the said building/s within three months from the date on which the occupation certificate in respect of the last building is issued provided that the entire consideration and other amounts as agreed from all the flat purchasers in all such buildings is received and the flat Purchaser/s has/have taken possession.
30. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold units / premises and other premises including car parking spaces in the said building shall at all times, including after the formation and registration of the said Organization and/or after the transferring of the said Property and the said building as provided herein, be and remain the absolute property of the Promoter, and the Promoter shall become members of the said Organization in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of such flats in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the said Organization shall object to or dispute the same. On the Promoter, by intimating to the said Organization the name or names of the purchaser/s or acquirer/s of such unsold units, premises, etc., the said Organization shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Promoter shall

not be liable to pay maintenance charges for the unsold units to the said Organization save and except the municipal taxes with effect from receipt of occupation/ completion certificate. The Promoter shall at its discretion pay the municipal property taxes, non-agricultural assessment charges/taxes/rate etc. in respect of unsold Premises / Units / Flats directly to the BMC and other bodies; It is clarified that the Promoter will not be liable to pay any other amounts in respect of the unsold Premises / Units / Flats.

31. The Purchaser/s, along with the other Purchasers of the Premises in the said Building/s, shall join in forming and registering the said Organization and for that purpose also from time to time sign and execute applications papers and any other documents necessary for formation and registration of such organization and to become member and sign and return all the documents including bye-laws within seven days of receipt thereof, time being of the essence, so as to enable the Promoter to register the Organization of the Purchaser/s. The Purchaser/s shall not raise any objection, if any, changes or modifications are made in the draft bye-laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Society's or by Registrar of companies or in the declaration and other documents under the Apartment Ownership Act as the case may be by any other Competent Authority.
32. The Promoter shall execute a deed of conveyance / lease/ any other document of transfer of the building/s consisting of flat purchasers in favour of the said organization along with the proportionate undivided share in the said Property(excluding the areas to be handed over to the Municipal Corporation of Greater Mumbai). It is clarified that on the said Property, in addition to the society / organization of flat purchasers, another two buildings are proposed. Similar conveyance of the other building/s with the undivided proportionate share in the said Property(excluding the areas to be handed over to the Municipal Corporation of Greater Mumbai) shall be executed in favour of the other society/s of occupiers of other buildings on the said Property. It is clarified and understood by the purchaser that the said Property is not

divisible and cannot be sub-divided as the layout is sanctioned for development of all three buildings on the said Property. The Purchaser and/or the said organization shall not be entitled to sub-division of the said property. In the alternative, the Promoter may, at its sole and absolute discretion, execute the document of Conveyance/Lease/ any other document transferring the title to the said property (excluding the areas to be handed over to the Municipal Corporation of Greater Mumbai) along with the buildings standing thereon jointly with other societies on the said Property and the said organization. The promoter shall execute such Conveyance/Lease/any other document of transfer within a period of three years from the date of receipt of occupation certificate to all the buildings on the said property.

33. Notwithstanding anything contained herein and in the event of acquisition of rights in the balance properties or part thereof by the Promoter,

a) the Purchaser/s specifically and irrevocably grant/s his/her consent to the Promoter to amalgamate the said property with the balance properties or part thereof and develop the Larger Property or part thereof as one layout. The Purchaser/s has/have understood the entire layout will be developed upon acquisition of the balance properties or part thereof by constructing thereon various additional buildings and further construction of additional flats on Building No.2 upto 38th floor. The Purchaser/s has/have understood and agreed that upon amalgamation of the balance properties or part thereof, the larger property would not be divisible. The Purchaser/s has/have no objection for any such amalgamation of the balance property or the part thereof with the said property and develop the same. The Promoter shall be entitled to construct such additional buildings and/or additional floors on Building No.2 without any obstructions from the Purchaser/s. The Promoter shall be entitled to dispose of the flats / units in such additional buildings / additional construction to such persons in its sole and absolute discretion on such terms and conditions and receive the consideration

thereof;excluding the areas to be handed over to the Municipal Corporation of Greater Mumbai

- b) The Purchaser/s has/have also agreed and understood that in the event of such amalgamation, the Conveyance/ Lease/ or any other document of transfer of Building No.3 and the said property shall not be executed in favour of the said organization / societies of flat purchasers of Building No.3 and/or the societies of Building Nos.1 and 2 proposed on the said property as provided in Clause 32 above, however, it shall be executed as provided hereinafter.
- c) It is agreed that upon amalgamation of the balance property or any part thereof with the said property, the number of building/s on the Larger property or part thereof would be more than 3 buildings. The Promoter shall register a separate organization of flat purchasers namely either the society or the Company or a condominium of the flat purchasers of additional buildings to be constructed on the balance property or any part thereof. The Promoter upon forming and registering the organization of all buildings on the Larger Property, shall register the Federal / Apex Society / Apex Body consisting of all the organizations on the Larger Property and for that purpose, the Purchaser/s / Organization of flat purchasers shall sign and execute all the necessary documents as and when called upon by the Promoter;
- d) The Purchaser/s confirm/s that the society / said organization of the flat purchasers of Sale Building No.3 shall become the member of such Federal / Apex Society / Apex Body and for that purpose, agree/s to sign and execute all the necessary documents as and when called upon by the Promoter;
- e) In the event of the development of the Larger Property or any part thereof and upon formation of the federal society, the Conveyance/ Lease / or any other document of transfer of title of the Larger Property (excluding the areas to be handed over to the Municipal Corporation of Greater Mumbai) and the building/s standing on the Larger Property shall be executed in favour of Federal / Apex

Society / Apex Body to be formed consisting of all the societies / organizations on the Larger Property. It is clarified that individual society / organizations on the Larger Property shall not be entitled to claim any divisible interest in the Larger property.

- f) The conveyance / lease / any other document of transfer of title of the Larger Property in favour of such federation shall be executed within a period of 3 years after receipt of Occupation Certificate to all buildings to be constructed on the Larger Property.
34. The Purchaser hereby agree/s, undertake/s and covenant/s with the Promoter that neither he/she/they, nor the said organization / federation of the societies shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned herein, and the Purchaser/s and the said Organization / federation of the societies shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same.
35. Advocates and Solicitors of the Promoter shall prepare the Deed, Conveyance / Lease / transfer and all other documents to be executed in pursuance of these presents as also the Bye-laws and/or the Memorandum and Article of Association in connection with the Co-operative Society or the Limited Company or the Condominium as the case may be and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Conveyance / transfer / lease and other documents and the formation or registration or incorporation of the Said Organization shall be borne and paid by all the Purchaser/s of the said flat in the said Property in proportion to the respective area of the respective Premises.
36. The Promoter shall be entitled to raise any finance or additional finance from State Bank of India or any other banks and/or financial institutions

for the said project. The Purchaser/s irrevocably consent/s to the Promoter for obtaining the Project Finance for the development of the said property by creating appropriate security, provided that the interest created herein in respect of the said flat is unaffected. The Promoter shall obtain a specific NOC from such bank / financial institution for executing the Agreement for Sale of the said flat to the flat purchasers.

37. The Promoter agrees and undertakes that any outstanding amount payable to such banks or financial institutions will be repaid in full by the Promoter before the execution of the Deed of Transfer / Conveyance in favour of the organization / federation / society of flat purchasers as the case may be.
38. The Promoter shall be entitled to enter into any joint venture agreement with any person on such terms and conditions as may be determined by the Promoter alone and the Purchaser/s hereby specifically grant/s his/her/their/its consent to the Promoter to enter into any joint venture agreement for development of the said property or the Larger Property as the case may be. It is however, clarified that the interest created hereunder in the said Flat shall remain unaffected by execution of such joint venture agreement or any other agreement.
39. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat or of the said Property and the said Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said flat hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoter, until the said Property and the said Building is transferred to the said Common Organization as hereinabove mentioned, which in any case shall be subject to the rights of the Promoter / Developer/s as agreed to and specified herein and of the other Purchaser/s of units and premises as herein stated.
40. The Purchaser/s hereby declares that they have read the Agreement and all the documents related to said property and the said flat purchased by

him/her/them and the Purchaser/s has expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied with the contents has entered into this agreement.

41. That building shall always be known as “Satre Happynest” (or any other name as to be decided by the Promoter) and the Society to be formed shall bear the said name and this name shall not be changed without the written permission of the Promoters.
42. Any delay or indulgence by the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s 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 Purchaser/s nor shall be same in any manner prejudice the rights of the Promoter.
43. It is agreed by and between the parties that the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent flat purchasers of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.
44. This Agreement sets forth the entire agreement and understanding between the Promoter and the Purchaser/s pertaining to the said flat and supersedes, cancels and merges:
 - a) All agreement, negotiations, commitments writings between the Purchaser/s and the Promoter prior to the date of execution of this Agreement; and
 - b) All the representation, warranties commitments etc. made by the Promoter to the Purchaser/s in any documents, brochures, hoarding etc.
45. The Promoter shall not be responsible for the consequences arising out of changes in law or changes in Municipal rules, regulations etc. or arising out of any notifications etc. thereby resulting into any adverse consequences to the Purchaser/s.

46. The provisions of MOFA as also Real Estate Regulation Act shall be applicable to this Agreement to the extent the same are mandatory.

47. All letters, notices, circulars, receipts issued by the Promoter as contemplated by and under this Agreement shall be deemed to have been duly served/delivered to the Purchaser/s and shall discharge the Promoter completely and effectually of its obligations, if sent to the Purchaser/s under Certificate of Posting or registered Post Acknowledgement Due / email at any of the following address:

Purchaser's Address: _____

Purchaser's email : _____

(or at any other address as may have been subsequently notified by the Purchaser/s in writing as and by way of change of address and if such change is confirmed by the Promoter).

48. Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Competent Authority as per the provisions of the Real Estate(Regulation and Development) Act 2016, Rules and Regulations, thereunder.

49. It is agreed by and between the parties 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 in Mumbai alone will have the jurisdiction to decide the dispute.

50. The stamp duty and registration charges incidental to this agreement and on all the documents to be executed in pursuance to this agreement shall be paid by the Purchaser/s alone.

51. The Purchaser/s shall pay stamp duty and registration charges payable, if any, by the said society or limited company, on the Conveyance/Lease or any document or instrument of transfer in respect of the said property and/or any part thereof and the said building as contemplated herein to be

executed in favour of the organization. The Promoter will not be bound and liable to pay any stamp duty or registration charges on and/or under this agreement or otherwise.

52. The Purchaser/s shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoter shall attend the Office of the Sub-Registrar and admit the execution thereof. The Purchaser/s shall immediately after the execution of this Agreement inform the Promoter the Serial Number under which and date on which this Agreement is lodged for registration Act, 1908, to enable the Promoter to attend and admit execution of this Agreement before Sub-Registrar of Assurances.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

THE FIRST SCHEDULE OF THE PROPERTY HEREIN ABOVE REFERRED

Firstly: ALL THAT piece and parcel of land bearing CTS No.826, admeasuring about 4093.4 square metres, CTS No.939, admeasuring about 413.20 square metres, CTS No.940, admeasuring about 15 square metres, CTS No.940/1 admeasuring about 15 square metres CTS No. 940/2 admeasuring about 13.70 square metres and CTS No. 940/3 admeasuring about 13.70 square metres and CTS No.941, admeasuring about 432.9 square metres, totally admeasuring about 4996.9 square metres, lying and being on Babi Dhuri Marg, Near Paranjape Hall, Ashok Nagar, Bhandup East, Mumbai:- 400042, and situate at Village: Kanjur, Taluka: Kurla, District Mumbai Suburban and is bounded as under:

On or towards North :CTS No.825, CTS No.827

On or towards East :CTS No.934B, CTS No.828, Sai Smruti CHS

On or towards West :Om Navsahjeevan Society

On or towards South :Babi Dhuri Marg

Secondly: ALL THAT piece and parcel of land bearing CTS No.934/B, admeasuring about 221.4 square metres and CTS No.934/C, admeasuring about 115 square metres, totallly admeasuring 336.40 square metres, lying and being at Datar Colony, Near Paranjape Hall, Ashok Nagar, Bhandup East, Mumbai:- 400042, and situate at Village: Kanjur, Taluka: Kurla, Mumbai Suburban District and bounded as under:

CTS No. 934 B

On or towards North : CTS No.828

On or towards East : Guruvillasam CHS

On or towards West : CTS No.828

On or towards South : Sai Smruti CHS

CTS No. 934 C

On or towards North : CTS No. 828

On or towards East : CTS No. 933

On or towards West : Guruvillasam CHS

On or towards South : Proposed D.P. Road

Thirdly: ALL THAT pieces and parcel of lands bearing CTS No.956A admeasuring about 193.40 square metres, lying and being on Babi Dhuri Marg, Near Paranjape Hall, Ashok Nagar, Bhandup East, Mumbai:- 400042, and situate at Village: Kanjur, Taluka: Kurla, District Mumbai Suburban and bounded as under:

On or towards North : CTS No. 941

On or towards East : CTS No. 939

On or towards West : CTS No.1349 (Road)

On or towards South : CTS No.934B

Fourthly: ALL THAT piece and parcel of land bearing CTS No.1349(Part) admeasuring 47.70 square metres, lying and being on Babi Dhuri Marg, Near Paranjape Hall, Ashok Nagar, Bhandup East, Mumbai:- 400042, and situate at Village: Kanjur, Taluka: Kurla, District Mumbai Suburban and bounded as under:

On or towards North : CTS No. 941

On or towards East : CTS No. 956A

On or towards West : Road

On or towards South :

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing CTS No.826, admeasuring about 4093.4 square metres, CTS No.939, admeasuring about 413.2 square metres, CTS No.940, admeasuring about 15 square metres, CTS No.940/1 to 3, admeasuring about 42.4 square metres, CTS No.941, admeasuring about 432.9 square metres, CTS No.934B, admeasuring about 221.4 square metres, CTS No.956A admeasuring about 193.4 square metres and 1349(Part), admeasuring about 47.70 square metres, totally admeasuring about 5459.40 square metres, lying and being on Babi Dhuri Marg, Near Paranjape Hall, Ashok Nagar, Bhandup East, Mumbai:- 400042, and situate at Village: Kanjur, Taluka: Kurla, District Mumbai Suburban and bounded as under:

On or towards North : CTS No. 825 and CTS No. 827

On or towards East : CTS No. 828 and Guruvillasam CHS

On or towards West : Road

On or towards South : Babi Dhuri Marg

THE THIRD SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing CTS No.935, admeasuring about 728 square metres, lying and being on Babi Dhuri Marg, Near Paranjape Hall, Ashok Nagar, Bhandup East, Mumbai:- 400042, and situate at Village: Kanjur, Taluka: Kurla, District Mumbai Suburban and bounded as under:

On or towards North : Guruvillasam CHS

On or towards East : Proposed 27.5 m DP Road

On or towards West : Prasad CHS Ltd

On or towards South : Proposed 27.5 m DP Road

THE FOURTH SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing CTS No.828, admeasuring about 2826.8 square metres, CTS No.934A, admeasuring about 1882.3 square metres, CTS No.936, admeasuring about 452.4 square metres, CTS No.937,

admeasuring about 603.6 square metres and CTS No.938, admeasuring about 456.1 square metres CTS No.934C, admeasuring about 115 square metres, CTS No.935, admeasuring about 728 square metres, totally admeasuring 7064.2 square metres, lying and being on Babi Dhuri Road, Near Paranjape Hall, Ashok Nagar, Bhandup East, Mumbai:- 400042, and situate at Village: Kanjur, Taluka: Kurla, District Mumbai Suburban and bounded as under:

On or towards North :
 On or towards East :
 On or towards West :
 On or towards South :

THE FIFTH SCHEDULE ABOVE REFERRED TO

Flat premise bearing No. _____ on _____th floor, admeasuring _____ Square meter carpet area, in the Sale building No.3 i.e. Building known as Satre Happynest lying and being on C.T.S. No.826, 939, 940, 940/1, 940/2, 940/3,941, 934/B, 956/A & 1349(part) on Babi Dhuri Road, Near Paranjape Hall, Ashok Nagar, Bhandup East, Mumbai:- 400042, and situate in the Village:- Kanjur, Taluka:- Kurla, at Ashok Nagar, Near Datar Colony, Bhandup (East), Mumbai:- 400 042, Mumbai Suburban District.

THE SIXTH SCHEDULE ABOVE REFERRED TO

Refuge Area

Terrace

Pump Room

Security Cabin

Society Office

Staircases

Lift and lift lobbies

Meter room

Entrance bobby

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

THE COMMON SEAL OF)
 Within named the PROMOTER)
 SATRE CONSTRUCTIONS LLP)
 Above named is hereunto affixed pursuant)
 To Resolution of its Board of Partners)
 Passed on _____authorizing)
 the Partners of the company)
 Mr.)
 In the presence of)
 1. _____)
 2. _____)

SIGNED AND DELIVERED)
 By within named THE PURCHASER/S)
 1. Mrs. _____)
 2. Mr. _____)
 In the presence of)
 1. _____)
 2. _____)

RECEIPT

RECEIVED of and from the within named)
 Purchaser/s a sum of Rs. _____/-)
 Rupees _____ Only)
 by cheque / RTGS / Pay Order / Demand)
 Draft being amount of earnest money)
 paid by the Purchaser/s to us.) PROMOTER