

AGREEMENT FOR SALE

This Agreement made at Thane this ____ day of _____ in the year Two Thousand and Twenty Two.

BETWEEN

M/S SAMRIN INFRA PRIVATE LIMITED, (PAN NO. ABECS4627F)
(Formerly known as Samrin Infra LLP & Samrin Infrastructure) a company incorporated under the provisions of the Companies Act, 2013 having its registered office at Samrin House, Plot No. A/221, 16 V Road, M.I.D.C Wagle Estate, Thane (W) - 400604 through its director **MR. MOHAMMED TAHIR MUSTAK SHAIKH** hereinafter referred to as the **"Promoter / Developer"** (which expression shall, unless repugnant to the context or meaning thereof, mean and include its his/her/their/its respective heirs, executors & administrators, the survivors or survivor of them & the heirs, executors & administrator of the last such survivor & in the case of firm/company or any other organization, the said organization, their partners/ Promoter/s / Owners, as the case may be, as well as its/their successor or successors & their respective permitted assigns) of the **ONE PART;**

AND

MR. _____, (PAN NO _____), aged _____ years,
an adult Indian Inhabitant, residing at _____.

herein after referred to as the “**The Allottee / Purchaser/s**”, (which expression shall unless repugnant to the subject, context or meaning thereof, shall always mean and include, in the case of individual or individuals, his/her/their/its respective heirs, executors & administrators, the survivors or survivor of them & the heirs, executors & administrator of the last such survivor & in the case of firm/company or any other organization, the said organization, their partners/ directors/ Owners, as the case may be, as well as its/their successor or successors & their respective permitted assigns) of the **OTHER PART**.

The Developer / Promoter and the Purchaser/s / Allottee/s are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

In this Agreement, unless the context otherwise implies the expression defined hereunder shall have the respective meanings assigned to them.

- i. The singular wherever used shall include plural and vice-versa.
- ii. The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

WHEREAS

A) The Original Owners i.e. 1) Mr. Durgaprasad Jagannath Pathak, 2) Mr. Omprakash Jagannath Pathak, 3) Mr. Prabhudayal Jagannath Pathak, 4) Mr. Surendrakumar Jagannath Pathak were well seized of sufficiently entitled and in possession of the final plot under TPS Scheme No.1 along with structure lying thereon

and their names are appearing in the Revenue record of the said plot which are as under:-

Survey No.	Tikka No.	C.T.S. No.	Plot No.	Final Plot No.	Total sq. Mtr.
336A	12	124A	483	377	7076.71
336B	2	124-3	-	-	-

The above said plots of land is situated at-Village-Panchpakhadi, Chandanwadi, Tal. & Dist. Thane for brevity's sake to be referred to as the "Said Property" and structure lying thereon are referred hereinafter as "The said Structure".

- B) And whereas The Owners of the said Property were desirous of granting the development rights in respect of the Said Property to and in favor of the "**SAMRIN INFRA PRIVATE LIMITED**" (Erstwhile Samrin Infrastructure and Samrin Infra LLP) DEVELOPER / PROMOTER and the Developer / promoter were interested to acquire the development rights thereof from the said Owners as referred in the Development agreement.
- C) **The Promoters / developers were formerly known as Samrin Infrastructure, which was then converted into LLP under name of Samrin Infra LLP on 26.09.2018, the said conversion was duly registered under Limited Liability Partnership Act, 2008, hence all the reference in the past agreements to Samrin Infrastructure be construed as reference to Samrin Infra LLP and vice versa.**

Further Samrin Infra LLP is now converted to Samrin Infra Private Limited on 16.09.2020, the said conversion is duly incorporated under the Companies Act, 2013, hence all the

reference in the present agreement to Samrin Infrastructure & Samrin Infra LLP will be construed as reference to Samrin Infra Private Limited and vice versa.

- D) After knowledge of above said facts regarding development of said property, the developer / promoter herein have approached to the owners and shown their interest to develop the said property and after the due deliberations and negotiations, the Owners therein, and accordingly, the Owners therein agreed to assign, transfer the development right in respect of the said Property in the name of the Developers / Promoters herein.
- E) The owners and developers have decided to develop the said property and agreed accordingly to develop the said property on the terms and conditions agreed amongst them and agreed to execute document accordingly.
- F) By virtue of the Registered Development Agreement dt. 20/12/2013 & registered on Serial No.TNN-9/8708/2013 entered into and executed by and between the owners 1) Mr. Durgaprasad Jagannath Pathak, 2) Mr. Omprakash Jagannath Pathak, 3) Mr. Prabhudayal Jagannath Pathak, 4) Mr. Surendrakumar Jagannath Pathak in favour of the developer under the terms and conditions and considerations mentioned therein and thereby, the Developer therein did acquire the development right in respect of the piece or parcel of the land at Chandanwadi, Panchpakhadi, Tal. & Dist. Thane on which buildings are proposed to be constructed on the said property and known as "Samrin Heritage", lying being and situated at Panchpakhadi, Chandanwadi, Taluka and Dist- Thane within the area of Municipal limit of Thane Municipal Corporation and within the Registration district Thane and sub-Registration District of Thane, as described below :-

THE SCHEDULE ABOVE REFERRED TO :

("the said property")

(Description of the said property)

Survey No.	Tikka No.	C.T.S. No.	Plot No.	TPS Scheme No.1 Final Plot No.	Total sq. Mtrs.
336A	12	124A	483	377	7076.71
336B	2	124-3	-	-	-

more particularly described in the First Schedule hereunder written (hereinafter referred to as **"the project land"**).

- G) In consonance of the aforesaid Registered Development Agreement entered into and executed by and between the owners 1) Mr. Durgaprasad Jagannath Pathak, 2) Mr. Omprakash Jagannath Pathak, 3) Mr. Prabhudayal Jagannath Pathak, 4) Mr. Surendrakumar Jagannath Pathak, with the Developers / Promoters herein and in order to enable the Developer / Promoters therein, to commence, carry on and complete the development work of the said Property and as consequences thereof to negotiate and conclude the transaction of Sale of Flats/Galas/ Shops/ Office Premises / Parking Spaces etc. in respect of Saleable F.S.I., to the intended Purchaser/s / Allottee/s/ Allottees thereof and to appropriate to entire Sale proceeds from such transaction and accordingly, the Owners have also executed registered Irrevocable Power of Attorney dated 19/12/2013 registered on TNN-9/8709/2013 in favour of the developer / Promoter, herein which are duly registered with the Sub Registrar of Assurances, Thane and thereby, the Owner have authorized and empowered and vested all powers to the

Developers herein to give a practical effect to the development scheme in respect of the said Property.

- H) By virtue of the Registered Development Agreement dt. **10/04/2019** & registered on Serial No. **TNN-01-5691-2019** entered into and executed by and between the owners Mr Lalchand Jatashankar Dubey in favour of the developer, under the terms and conditions and considerations mentioned therein and thereby, the Developer therein did acquire the development right in respect of the piece or parcel of the land at- Chandanwadi, Panchpakhadi, Tal. & Dist. Thane on which buildings are proposed to be constructed on the said property and known as "Samrin Heritage", lying being and situated at Chandanwadi, Panchpakhadi, Taluka and Dist- Thane within the area of Municipal limit of Thane Municipal Corporation and within the Registration district Thane and sub-Registration District of Thane, as described below. The entire scheme will be carried out on both plots slum as well as non-slum as mentioned above. The party of the first part the promoter is desirous to amalgamate the with the plot NO. 377 mentioned in clause F above. The development activities will be carried out on the plot so amalgamated. The said plot is a Non Slum plot hence appendix 's' to the D. C. rules are not applicable to the said plot.
- I) The above said plot of land which is more particularly described in the schedule mentioned in the Development Agreement, was occupied by encroacher and unauthorized hutments dwellers.
- J) Regulation No.165, the Appendix "S" of Development Control Rules of Thane Municipal Corporation duly sanctioned by Slum Rehabilitation Authority, under MRTP Act empowers the Municipal Corporation to redevelop the slums standing on the Project land (hereinafter referred to as "**SAID RULES**").

- K) The society vide its resolution dated 22/12/2017 at resolution no. 2 authorised and empowered to redevelop the above said property bearing Final Plot No. 377 in Thane Town Planning Scheme No.1, area admeasuring 7076.71Sq. Mtrs., situated at-Village- Chandanwadi, Panchpakhadi, Taluka & District-Thane. The resolution mentioned hereinabove is hereinafter referred to "The said Resolution".
- L) **SHREE JAGANNATH CO-OP. HOUSING SOCIETY LTD.**, a Society registered and incorporated under the provisions of Maharashtra Co-op. Soc. Act, 1960 and the rules framed & render from time to time, bearing Registration No. TNA/(S.R.A)/HSG/(T.C.)/01/2018 Dated 12/01/2018 and having its registered office at Chandanwadi, Panchpakhadi, Thane (W) hereinafter referred to as '**SAID SOCIETY**'.
- M) The Said members are seized of sufficiently entitled and in possession of huts of 240 hutments & 54 slum dwellers on 12.20 meters D.P. road total 294 Slum Dwellers standing on the Project Land of the Said Property, whereas, the Slum Rehabilitation Authority has evolved the Scheme of Slum Redevelopment through participation of Slum Dwellers as per the schedule of Slum Rehabilitation Authority Scheme under appendix 'S' and Regulation no. 165 of Development Control Regulation of Thane Municipal Corporation with modifications and alterations made therein from time to time from Government of Maharashtra.
- N) Government of Maharashtra in its policy decision has decided to uplift the standard of living of occupants of the slum dwellers and hence Government has introduced the Slum Re-Development Scheme and implemented the same in all over Maharashtra (hereinafter referred to as the "SAID SCHEME"). The SRA Authorities have decided to implement the said scheme

up on the said property by its Order of Declaration of Slum for the benefits of the occupants of the said property. The SRA Authorities have accorded its sanction to the occupants of the said property to form their co-operative housing society and accordingly the occupants/slum dwellers formed a society viz. Shree Jagannath Co-operative Housing Society Ltd. registered as per the provisions of Maharashtra Co-operative Societies Act, 1960 and Rules framed there under bearing Registration No. TNA/(S.R.A)/HSG/(T.C.)/01/2018 Dated 12/01/2018 (hereinafter referred to as the "SAID SOCIETY").

- O) The Slum Rehabilitation Authority through its Chief Executive Officer has accorded the sanction to the said scheme upon the Said Project Land and SRA its Chief Executive Officer issued Letter of Intend (LOI) & sanction bearing No.SRA / ENG / V.P.NO. / S2T / 0018 /14/LOI/1 dated 01/01/2018 and 12/06/2018 and 12/03/2021 in favour of the Said Promoter / Developer and Said Society.
- P) The said society has appointed Promoter / Developer to develop the said property and the said society has empowered to the developers in all respect.
- Q) The said society with the help of the Developer and through M/s. Nexstep Consultant, Architect (MR. NILESH D. SAWANT) forwarded proposal of development of said property by demolishing the present slum and unauthorized constructions and by way of construction of new buildings thereon. The SRA has accorded its sanction of development and approved plan bearing SRA/ENG/016/Sec-2/PVT/AP dated 12/01/2018 and thereby allowed the society and the Developer to construct the buildings upon the said property. The Developer has appointed M/s. Nexstep Consultant, Architect (MR. NILESH D. SAWANT)

architect and R.C.C consultant Mr. Ajay Mahale & Associates for upon the Said Project Land.

- R) The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- S) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **Mumbai** no **P51700016394**;
- T) The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- U) The Said Project Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising 04 multistoried buildings with one separate car parking building and the said project shall be known as 'SAMRIN HERITAGE": Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.
- V) In the premises as mentioned aforesaid and in pursuance of above cited Resolution, Notification, Development Agreement, Power of Attorney and other permission and sanction granted by the Competent Authority time to time, the Promoter is entitled to develop the said property more particularly described in first schedule hereunder written and have also sole and exclusive right to sell the flats, shops and premises in the buildings to be

constructed on the said property and to enter into agreements with various purchaser and receive sale price in respect thereof. The Promoters / Developers intend to construct buildings / Towers having Sale Building No. S-1, S-2, S-3, S-4 and Parking Building to be constructed being known as “**Samrin Heritage**” comprising of Basement + Ground + 37 floors for Building No S-1 & S-2 & Basement + Ground + 21 floors for Building No S-3 & Basement + Ground + 16 floors for Building No S-4 & Parking Building Basement + Ground + 21 Floors respectively, and the aforesaid sanction floors are proposed to be modified and the sanction shall be of Building No - S-1 Basement + Ground + 37 floors, Building No - S-2 Basement + Ground + 37 floors, and Building No S-4 Basement + Ground + 37 floors or such floors which shall be sanctioned from time to time having flats of different areas with car parking spaces on the said property shown on the plan annexed hereto and marked as **Annexure ‘A-1’** by cross line and bounded by thick line according to the sanction plan duly sanctioned by the Planning Authority from time to time.

- W) The SRA Authorities has granted the permission to develop the Project vide approval V.P No. S2T / 0018 / 14, dated 12/01/2018 and Plinth commencement certificate vide V.P. No. SRA/ENG/16/SEC-2/PVT AP dated 29/10/2018 and permission for Sale Building and Rehab Building of Ground + 21 floors. The same has been attached in this agreement in **Annexure ‘A-2’**.

The SRA Authorities has granted revised permission to develop the Project vide amended plans/approval barring no. SRA/ENG/16/SEC-2/PVT/AP, dated 12/04/2021 for Basement + Ground + 1st to 37th upper floors of Sale Building No S-1, S-2 Part Basement + Ground +1st to 21st Upper floors for Sale

Building No S-3 and Basement + Ground + 11th and 12th level Elevated R.G, Swimming pool of Parking Building for S. R. Scheme on plot bearing T.P. scheme No. 1, Final plot no.377 and Village-Panchpakhadi, Chandanwadi, Thane (w) 400602 for Rehab (Shree Jagannath (SRA) CHS Ltd). The same has been attached in this agreement in **Annexure 'A-3'**.

- X) The Slum Rehabilitation Authority had issued L.O.I dated SRA/ENG/V.P.NO./S2T/0018/14/LOI/1 dated 01/01/2018 and 12/06/2018 and 12/03/2021 for construction of building as per FSI 3 in accordance with the provisions of Appendix-S of Regulation No. 165 of Amended D.C. Regulation of TMC time to time amended by SRA under the notification of Government of Maharashtra, further FSI of 04 and above if allowed as per the said L.O.I and in future approved, allowed and granted permission by SRA shall be utilized by the developer.
- Y) The Developers have entered into a standard agreement with Architect **MR. NILESH D. SAWANT** of M/s. Nexstep Consultant and said agreement is as per the format prescribed by the Council of Architect. The Developers have also appointed RCC Specialist and Engineer - **MR. AJAY MAHALE** for preparation of structural designs and drawings of buildings on the proposal of developers accepting professional supervision of Architect and Structural Engineers till completion of buildings.
- AA) The Promoters / Developers hereto while obtaining sanction plan and permission from the Planning Authority SRA have paid scrutiny fees, development charges, other incidental charges, betterment charges, levies, premiums and other charges time to time.
- BB) The Planning Authority had sanctioned the plan and granted permissions and permitted the developers to carry out

construction as per approved plans on the said property, however while sanctioning the said approved plan, the said SRA has laid down certain terms, conditions, stipulation and restrictions, which are to be observed and performed by the Developers while developing the said property and constructing the building on the said property and upon due observance and performance of which only, the completion and occupation certificates in respect of buildings shall be granted by the said SRA.

CC) The Promoters/developers hereto having obtained all the necessary permissions, sanctions and approval as aforesaid have commenced the work of construction of the buildings on the said property in accordance with the said approved plan.

DD) The purchaser/allottee has demanded inspection of documents of title relating to the Project Land and said approved plans, designs, and specifications prepared by the Promoters and architect M/s. Nexstep Consultant and of such other documents as or specified under the Real Estate (Regulation And Development) Act 2016 (hereinafter referred to as "THE RERA") and rules and regulations made thereunder (hereinafter collectively referred to as "**Said Documents, Permission And Sanctions**").

EE) The Promoter has obtained the final layout plan approvals for the Project from SRA and after formation of Slum Rehabilitation Authority (S.R.A). The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

FF) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and

obligations detailed herein as mentioned in this agreement and verified the documents relating the title of said land mentioned in the above paras and construction permission granted by the planning authority.

GG) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

HH) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

II) The Purchaser / Allottee being desirous of purchasing a flat in the proposed building, has applied to the Developers for allotment to the Purchaser of a residential premises therein and the Developers have agreed to allot and sell to the Purchaser a residential Flat No. ___ in Building No. ___ having Rera carpet area ___ square meters (equivalent to ___ square feet) on the ___th floor, in project known as "**Samrin Heritage**" comprising of Basement + Ground + 37 floors for Building No S-1 & S-2 & Basement + Ground + 21 floors for Building No S-3 & Basement + Ground + 16 floors for Building No S-4 & Parking Building Basement + Ground + 21 Floors respectively, and the aforesaid sanction floors are proposed to be modified and the sanction shall be of Building No - S-1 Basement + Ground + 37 floors, Building No - S-2 Basement + Ground + 37 floors, and Building No S-4 Basement + Ground + 37 floors or such floors which shall be sanctioned from time to time for the consideration of **RS. _____/- (RUPEES. _____)** (hereinafter

referred to as `the said Flat'), more particularly described in **Schedule "A"** hereunder.

- JJ) A copy of the Certificate of Title issued by the Advocate of the Developers (**Annexure "B"**), copies of Property Cards showing the nature of the title of the said Owners to their respective plots out of the said property (**Annexure "C"**) and copy of the plans of the Layout as approved by the SRA (**Annexure "D"**), Copy of Specification and amenities for the Apartment / Flats marked as **Annexure "E"**; copy of the Registration Certificate of the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai; authenticated copy is attached in **Annexure "F"**; Copy of the certificate of incorporation issued by the Registrar Of Companies, under The Companies Act, 2003 and rules, 2014 is annexed and marked hereto has **Annexure "G"**
- KK) The carpet area of said Flat / Shop / Office Premises is having Rera carpet area ____ square meters (equivalent to ____ square feet) means net usable floor area of the said flat/shop/ Office Premises, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said flat / shop / office premises for exclusive use of the Purchaser or verandah area and exclusive open terrace appurtenant to the said flat for exclusive use of the Purchaser, but includes the area covered by the internal walls of the said flat. The above-mentioned carpet area is calculated as per the clarification issued by Maharashtra Real Estate Regulatory Authority vide No. MAHARERA/SECY/ File No.27/84/2017 dated 14th June 2017 having Circular No.4/2017).
- LL) Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms,

conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

MM) Under Section 13 of the RERA Act, the Developers is required to execute a written Agreement for Sale of the said flat to the Purchaser being in fact these presents and also to get registered the said Agreement under the provisions of the Registration Act, 1908.

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

1. CONSTRUCTION

The Developer shall construct the said Project consisting of 04 numbers of Building(s)/Wing(s) bearing Sale Building No. S-1, S-2, S-3, S-4 and Parking Building to be constructed being known as “**Samrin Heritage**” comprising of Basement + Ground + 37 floors for Building No S-1 & S-2 & Basement + Ground + 21 floors for Building No S-3 & Basement + Ground + 16 floors for Building No S-4 & Parking Building Basement + Ground + 21 Floors respectively, and the aforesaid sanction floors are proposed to be modified and the sanction shall be of Building No - S-1 Basement + Ground + 37 floors, Building No - S-2 Basement + Ground + 37 floors, and Building No S-4 Basement + Ground + 37 floors or such floors which shall be sanctioned from time to time in accordance with the plans, designs and specifications as approved by SRA from time to time. Provided that the Developer shall obtain prior consent in writing of the Purchaser/s / Allottee/s in respect of any major alteration or addition or variations or modifications which may adversely affect the Flat of

the Purchaser/s / Allottee/s except any alteration or addition as may be required by any Government authorities or due to change in law.

- 1) 1 (a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ of Rera carpet area _____ square meters (equivalent to _____ square feet) on _____th floor in the building _____ (hereinafter referred to as "the Apartment") in the said project named as **"SAMRIN HERITAGE"** situated at Final Plot No 377, Almeda Road, Chandanwadi, Panchpakhadi, Thane (W) 400 602, more particularly described in **Schedule "A"** hereunder. Floor plan thereof is hereto annexed and marked as **Annexure "A-1"** for the consideration of **RS. _____/- (RUPEES _____)** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Schedule "B"** mentioned hereunder.
- 1 (b) The Developer Allotted _____ Parking in the said project by the Promoter.
- 1 (c) The Allottee has paid on or before execution of this agreement a sum of **RS. _____/- (RUPEES _____ ONLY)** as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **RS. _____/- (RUPEES _____ ONLY)** in the following manner:-

SCHEDULE "B"

PARTICULARS	PERCENTAGE DUE	AMOUNT
Booking Amount	1%	

Within 37 days	9%	
Plinth	20%	
2nd Slab	5%	
4th Slab	4%	
6th Slab	2%	
8th Slab	2%	
10th Slab	2%	
12th Slab	2%	
14th Slab	2%	
16th Slab	2%	
18th Slab	2%	
20th Slab	2%	
22nd Slab	2%	
24th Slab	2%	
26th Slab	2%	
28th Slab	2%	
37th Slab	2%	
32nd Slab	2%	
34th Slab	2%	
36th Slab	2%	
38th Slab	2%	

Brickwork & Internal Plaster Upto 15 th Floor	3.0%	
From 16 th Floor till 37 th Floor	3.0%	
Staircase, Liftwells & Lobies Upto 15 th Floor	3.0%	
From 16 th Floor till 37 th Floor	3.0%	
External Plumbing, Plaster Upto 15 th Floor	3.0%	
From 16 th Floor till 37 th Floor	3.0%	
Completion of lifts, waterpumps, electrical fittings	5.0%	
Final Possession with OC	5.0%	
Grand Total	100%	

(RUPEES. _____)

- (i) The Purchaser/s / Allottee/s shall pay the respective payment installments as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of the Developer sending notice on registered e-mail Id as mentioned in the agreement, of the completion of each milestone. Intimation forwarded by Developer to the Purchaser/s / Allottee/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed, and such proof shall be valid and binding upon the Purchaser/s / Allottee/s and the Purchaser/s / Allottee/s agree/s to make payment accordingly. The Purchaser/s / Allottee/s hereby understand/s and agree/s that, save and except for the intimation from the

Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Purchaser/s / Allottee/s as per the payment schedule mentioned hereinabove, and the Purchaser/s / Allottee/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.

(ii) All payments to be made by the Purchaser/s / Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of "**Samrin Infra Private Limited Samrin Heritage Hdfc Master Escrow Account**".

(iii) For the purpose of remitting funds by the Purchaser/s, the following are the particulars of the beneficiary:

Beneficiary's Name: **SAMRIN INFRA PRIVATE LIMITED SAMRIN HERITAGE HDFC MASTER ESCROW ACCOUNT.**

Beneficiary's Account No.: **57500000659047**

Bank Name: **HDFC BANK LTD**

Branch Name: **TEEN HATH NAKA**

Bank Address: **425, GOKHALE ROAD, NAUPADA, THANE WEST - 400 602**

IFSC Code: **HDFC0001237**

(iv) In case of any financing arrangement entered by the Purchaser/s / Allottee/s with any Bank/financial institution with respect to the purchase of the Flat, the Purchaser/s / Allottee/s undertake/s to direct such bank/financial institution to and shall ensure that such financial institution disburse/pay all such installment of

Total Consideration amounts due and payable to the Developer through an account payee cheque/demand draft NEFT / RTGS drawn in favor of “**SAMRIN INFRA PRIVATE LIMITED SAMRIN HERITAGE HDFC MASTER ESCROW ACCOUNT**”.

- (v) If any of the payment cheques/banker's cheque or any other payment instructions of/by the Purchaser/s / Allottee/s is/are not honored for any reason whatsoever, then the same shall be treated as default under Clause 19 below and the Developer may at its option be entitled to exercise the recourse available hereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs. 10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and all further payments shall be accepted through bank demand draft(s) only.

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter after collection from the Purchaser. up to the date of handing over the possession of the [Apartment/Plot].

- 1(e) The Total Consideration is escalation-free, save and except escalations/increases /impositions levied by any statutory authority(ies), local bodies/ government, competent/planning

authorities (“**Authorities**”) from time to time or any statutory charges/payments including but not limited to development charges, external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the Authorities.

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

1(g) **VARIATION IN AREA**

The Promoter / Developer shall confirm the Carpet Area that has been allotted to the Purchaser/s /Allottee/s after the construction of the Building(s)/Wing(s) is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area subject to variation cap of Three Percent. The total price payable

for the carpet area shall be recalculated upon confirmation by the Promoter. In the event of any variation in the Carpet Area then the only recourse available will be an pro-rata adjustment in the installment/s of the Total Consideration payable/paid, as agreed herein or refund, as the case may be. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

(i) The Purchaser/s / Allottee/s shall on or before delivery of possession of the said Flat deposit and keep deposited with the Developer, the following amounts:-

PARTICULARS	AMOUNT
Estimated amount towards maintenance charges for 12 months for purpose of management and maintenance of Building/Wing and its vicinity	
Club House charges	
Estimated amount towards For deposits of electrical receiving and sub-station in the Layout/phase	
Estimated amount towards deposit towards provisional monthly contribution towards outgoings of Society or Limited Company / Federation / Apex Body	
Legal Charges	
Estimated amount towards For deposit towards water, electric, gas and other utility and services connection charges	

Estimated amount towards Proportionate Share Of Taxes And Other Charges / Levies In Respect Of The Society Or Limited Company/Federation / Apex Body	
TOTAL OTHER CHARGES	

(RUPEES. _____ ONLY)

The Purchaser/s / Allottee/s shall on demand pay to the Developer at actual the amount towards meeting all legal cost, charges and expenses, including professional costs of Advocates/Solicitors of the Developer in connection with formation of the society / limited company / federation / Apex Body and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.

(ii) DEVELOPER TO APPROPRIATE DUES

The Purchaser/s / Allottee/s authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser/s / Allottee/s undertakes not to object/ demand/ direct the Developer to adjust his payments in any manner.

2.2 TIME IS OF ESSENCE

Time is essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing the Said Project/building/wing and handing over the Flat to the Purchaser/s / Allottee/s and the Common Areas and Facilities to the association/Federation/Apex Body/ after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s / Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations

under the Agreement subject to the completion of construction by the Developer as provided in this Agreement.

3. FLOOR SPACE INDEX (FSI)

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 7076.71 square meters and 1658.90 square meters as mentioned in para no F above and Promoter has planned to utilize Floor Space Index of **04** (Three) by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed that the increase of Floor Space Index of 4 (Four) or more as proposed to be utilized by him on the project land in the said Project is under implementing stage by the Government/ Concern Authority and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

3.2 The Purchaser/s / Allottee/s has/have been informed and is/are aware that the buildable area has been sanctioned for the entire Land as a single layout on the basis of the available Floor Space Index ("FSI") and accordingly the Developer intends to develop the Land in multiple segments/phases.

3.3 Further, the Purchaser/s / Allottee/s has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the construction of the Building/s or wings/s of the Said Project may

not be proportionate to the area of the physical Land on which it is being constructed and/or in proportion to the total area of the Land taking into account the FSI to be utilized for all buildings to be constructed thereon. The Developer in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Land/individual segment/phase as it thinks fit and the purchasers of the premises in such buildings (including the Purchaser/s) have understood the manner of consumption of the FSI as set out hereinabove and agree not to raise any claim or dispute thereof.

3.4 The Purchaser/s / Allottee/s acknowledge(s) that the Developer shall be entitled to utilize and deal with all the development potential of the Land including the existing and future FSI and /or transferable development rights ("TDR") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the Land or elsewhere as may be permitted and in such manner deemed fit by the Developer.

3.5 The Purchaser/s / Allottee/s further acknowledge(s) that, at the sole discretion (i) the Developer shall be entitled to freely deal with other segments/phases comprised in the said Land (along with the loading of FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Developer may deem fit (ii) the Developer may also sell/transfer its stake in the other phases to any person as it deem fit, in accordance to the then existing laws. The Purchaser/s / Allottee/s has/have entered into this Agreement knowing fully well the scheme of development proposed to be carried out by the Developer on the Land.

3.6 The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Land on which the entire Project is developed by the Developer in the manner set out hereinabove, shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal / use the FSI / Additional FSI sanctioned by way of DC Rules of SRA/ MMR DC Rules / TDR as it may deem fit, without any objection/interference from the Purchaser/s / Allottee/s / association / federation/apex body / apex bodies. In the event of any additional FSI in respect of the Project Land or any part thereof being increased as a result of the any favorable relaxation and/or any new policy/notification of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Developer alone shall be entitled to the ownership and benefit of the all such additional FSI for the purpose of the development and / or additions to the built up area on the Land as may be permissible.

3.7 Neither the Purchaser/s / Allottee/s nor any of the other purchasers of premises in the buildings being constructed on the Land (including the Buildings/wings on the Said Project) nor the association / federation/ apex body / apex bodies to be formed of purchasers of premises in such buildings (including the Buildings/wings on the Said Project) shall be entitled to claim any FSI and/or Additional FSI sanctioned by way of DC Rules of SRA/ MMR DC Rules and / or TDR howsoever available on the Land. All FSI and/or TDR at any time available in respect of the Land in accordance with the Layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Layout of the said Land as contemplated by the Developer is completed by the Developer

and building(s) / Land is conveyed to the association / federation / apex body / apex bodies in the manner set out herein below.

- 3.8 The Purchaser/s / Allottee/s or the association / federation/ apex body / apex bodies of the purchasers shall not alter/demolish/construct or redevelop the Building or the Project Land or any part thereof until and unless the Building is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Land. It is also agreed by the Purchaser/s / Allottee/s that even after the formation of the association / federation/apex body / apex bodies, the Developer, if permitted by the SRA and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Land and shall thereby continue to retain full right and authority to develop the Land and to utilize the entire FSI and / or any incremental development potential Additional FSI sanctioned by way of DC Rules MMR that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Developer who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer may deem fit. `

4. INTEREST CHARGEABLE

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees

to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter. All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India - Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules ("Interest") from the date they fall due till the date of receipt/realization of payment by the other Party.

- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to

adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

- 5 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'E'**, annexed hereto.

6. TAXES

The Total Consideration above excludes Taxes. Taxes includes Value Added Tax, Service Tax, Goods and Services Tax, Krishi Kalyan Cess, land under construction tax, property tax, Swachh Bharat Cess, local body tax or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the applicable/relevant law or any amendments thereto pertaining or relating to the sale of Flat. Taxes shall be paid by the Purchaser/s / Allottee/s on demand made by the Developer within 7 (seven) working days, and the Purchaser/s / Allottee/s shall indemnify and keep indemnified the Developer from and against the same.

7. TAX DEDUCTED AT SOURCE

The Purchaser/s / Allottee/s is aware that the Purchaser/s / Allottee/s has/have to make the applicable Tax Deduction at Source (TDS) at the time of making the actual payment or credit of such sums to the account of the Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Purchaser/s / Allottee/s shall submit the original TDS certificate

within the prescribed timelines as mentioned in the Income Tax Act, 1961.

8. Time is essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing the Said Project/building/wing and handing over the Flat to the Purchaser/s / Allottee/s and the Common Areas and Facilities to the association/Federation/Apex Body/ after receiving the occupancy certificate or the completion certificate or both, as the case may be.
9. Similarly, the Purchaser/s / Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Developer as provided in this Agreement.
10. All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India - Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules ("Interest") from the date they fall due till the date of receipt/realization of payment by the other Party.
11. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
12. Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Purchaser/s / Allottee/s under this Agreement, shall have a first charge / lien on the Flat and the Car Park(s) and the

Purchaser/s / Allottee/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Purchaser/s / Allottee/s under this Agreement, to the Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer.

13. Adherence to Sanctioned Plans

The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning of the said plans or thereafter and shall before offering possession of the Flat to the Purchaser/s / Allottee/s obtain from the SRA / Concerned local authority occupancy certificate in respect of the Flat.

14. POSSESSION

14.1 The Developer shall offer possession of the Flat to the Purchaser/s, after obtaining the Occupation Certificate for the said Flat along with delivery of the common areas on or before **December, 2024** ("Delivery Date"), subject to the Purchaser/s / Allottee/s being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided however that the Possession Date shall stand extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to noncompliance or default on the part of the Purchaser/s / Allottee/s ("Extension Event"). For the purpose of this Agreement, "Force Majeure" event shall include (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court.

14.2 In case the Developer is unable to offer possession on or before the Delivery Date for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Purchaser/s, the Developer shall refund the amounts received from the Purchaser/s / Allottee/s along with applicable Interest from the date of payment of such amount till refund thereof.

15. MANNER OF TAKING POSSESSION

15.1 The Purchaser/s / Allottee/s shall take possession of the Flat within 15 (fifteen) days from the date the Developer offering possession of the Flat, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat to the Purchaser/s. Upon receiving possession of the Flat or upon expiry of the said 15 days from the date of possession offered by the Developer as aforesaid ("**Possession Date**"), the Purchaser shall be deemed to have accepted the Flat, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Developer, with respect to any item of work alleged not to have been carried out or completed. The Purchaser/s / Allottee/s expressly understands that from such date, the risk and ownership to the Flat shall pass and be deemed to have passed to the Purchaser/s.

15.2 The Purchasers hereby agree/s that in case the Purchaser/s / Allottee/s fail/s to respond and/or neglects to take possession of the Flat within the time stipulated by the Developer, then the Purchaser shall in addition to the above, pay to the Developer holding charges at the rate of Rs. 110/- (Rupees One Hundred Ten only) per month per square meter of the Total Area of the Flat ("**Holding Charges**") and applicable maintenance charges towards upkeep and maintenance of the common areas and

facilities and common facilities (if any) for the period of such delay. During the period of said delay the Flat shall remain locked at the sole risk, responsibility and cost of the Purchaser in relation to its deterioration in physical condition.

- 15.3 The Purchaser/s / Allottee/s hereby agree/s that in case the Purchaser/s / Allottee/s fail/s to respond and/or neglect/s to take possession of the Flat within the aforementioned time as stipulated by the Developer and/or cancel/ terminate this Agreement at the time of handover of possession of the Flat, then the Developer shall also be entitled to reserve his right to forfeit the entire amount/s received by the Developer towards the Flat along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Purchaser/s / Allottee/s further agree/s and acknowledge/s that the Developer's obligation of delivering possession of the Flat shall come to an end on the expiry of the time as stipulated by the Developer and that subsequent to the same, the Developer shall not be responsible and/or liable for any obligation towards the Purchaser/s / Allottee/s for the possession of the Flat.

16. OUTGOINGS

- 16.1 From the Possession Date, the Purchaser/s / Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Land/Segment/Phase and Buildings/Wing namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the land and building/s thereon.

16.2 Until the conveyance of the structure of the Building(s)/Wing(s) to the common organization, the Purchaser/s / Allottee/s shall pay to the Developer such proportionate share of outgoings as may be determined by the common organization. The Purchaser/s / Allottee/s further agrees that till the Purchaser/s's share is so determined, the Purchaser/s / Allottee/s shall pay to the Developer provisional monthly contribution as determined by the Developer or the common organization as the case may be from time to time. The amounts so paid by the Purchaser/s / Allottee/s to the Developer shall not carry any interest and any unutilized amounts shall remain with the Developer until the conveyance in favour of common association as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Developer to the common organization.

16.3 The Developer shall maintain a separate account in respect of sums received from the Purchaser/s / Allottee/s as advance or deposit, on account of the share capital for the promotion of the cooperative Society or Company or federation or apex body/ies towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. DEFECT LIABILITY PERIOD

17.1 If the Purchaser brings to the notice of the Developer any structural defect in the Flat/Building within the time period as stipulated under the Relevant Laws then, it shall wherever possible be rectified by the Developer without further charge to the Purchaser/s. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the Flat / Building or defective material being used or regarding workmanship, quality or provision of service.

17.2 After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 17.1), the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser/s / Allottee/s and the Purchaser/s / Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

18. FOREIGN EXCHANGE MANAGEMENT ACT

18.1 The Purchaser clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and all other amounts as payable under this Agreement of the Flat are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Purchaser/s / Allottee/s to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable/relevant laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Developer with such permission/approvals/no objections to enable the Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Purchaser/s / Allottee/s shall be the sole responsibility of the Purchaser/s. The Developer accepts no responsibility in this regard and the Purchaser/s / Allottee/s shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Purchaser/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s / Allottee/s to intimate in writing to the Developer immediately and comply

with all the necessary formalities, if any, under the applicable/relevant laws.

19. ANTI-MONEY LAUNDERING

19.1 The Purchaser/s / Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Purchaser/s / Allottee/s under this Agreement towards the said Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Anti Money Laundering**"). The Purchaser/s / Allottee/s further declare(s) and authorize(s) the Developer to give personal information of the Purchaser/s / Allottee/s to any statutory authority as may be required from time to time. The Purchaser/s / Allottee/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Purchaser/s / Allottee/s further agree(s) and confirm(s) that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Purchaser/s / Allottee/s shall not have any right, title or interest in the said Flat neither have any claim/demand against the Developer, which the Purchaser/s / Allottee/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Purchaser/s / Allottee/s shall be refunded by the Developer to

the Purchaser/s / Allottee/s in accordance with the terms of this Agreement for Sale only after the Purchaser/s / Allottee/s furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser/s.

20. DEFAULT BY PURCHASER/S / ALLOTTEE/S

- 20.1** In the event if the Purchaser/s / Allottee/s fails or neglects to (i) make the payment of the Total Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Purchaser/s / Allottee/s as mentioned in this Agreement on its due dates and/or (ii) comply with the obligations, terms conditions as set out in this Agreement, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Purchaser/s, to cancel/terminate the transaction.
- 20.2** In case the Purchaser/s / Allottee/s fails to rectify the default within the aforesaid period of 15 days then the Developer shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to channel partners/brokers, if any, (d) administrative charges as per Developer's policy and (e) all taxes paid by the Developer to the Authorities (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Purchaser/s / Allottee/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly

by the Developer to the bank, (collectively referred to as the **“Non-Refundable Amount”**). Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Purchaser/s / Allottee/s executing and registering the deed of cancellation or such other document (“Deed”) within 15 (fifteen) days of termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Purchaser/s / Allottee/s and the Purchaser/s / Allottee/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Developer’s right to forfeit and refund the balance to the Purchaser/s / Allottee/s and the Developer’s right to sell/transfer the Apartment/Flat including but not limited to Car Park(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. Upon such cancellation, the Purchaser(s) shall not have any right, title and/or interest in the Flat and/or Car parks and/or the Project and/or the Land. The Purchaser/s / Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

20.3 Termination by Purchaser(s) before the Delivery Date:- In the event, the Purchaser/s / Allottee/s intends to terminate this Agreement, then the Purchaser/s / Allottee/s shall give a prior written notice (“Notice”) of 60 (sixty) working days to the Developer expressing his/her/its intention to terminate this Agreement. The Purchaser/s / Allottee/s shall also return all documents (in original) with regards to this transaction to the

Developer along with the Notice. Upon receipt of Notice for termination of this Agreement by the Developer, this clause shall be dealt with in accordance with clause 20.2 above.

21. ASSOCIATION STRUCTURE

21.1 The Developer shall at its discretion as prescribed under Relevant Laws:

- (i) Form association of the purchasers in the Wing(s)/Building(s) being either a co-operative society/condominium/limited company or combination of them) (“Association”), as it may deem fit and proper in respect of each of the wing(s)/building(s) or some or all the Wings/Buildings in the Phase together comprised in the Project known by such name as the Developer may decide, which shall be responsible for maintenance and management of the Buildings, within such period as may be prescribed under the relevant law.
- (ii) Form an apex organization (being either a co-operative society/ condominium/limited company or combination of them) (“Apex Body”) for the entire development or separate apex association / apex body / apex bodies (being either a co-operative society/condominium/limited company or combination of them) (“Apex Bodies”) for each of residential and commercial zones, as the Developer may deem fit, for the purposes of effective maintenance and management of the entire Project/Land including for common areas and amenities of the Project at such time and in such a manner as the Developer may deem fit to be known by such name as the Developer may decide, within such period as may be prescribed under the relevant law.

- (iii) With a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an obligation, be involved / undertake / conduct either by itself or through Facility Management Company, the maintenance and management of the Project, without any reference to the Purchaser/s / Allottee/s and other occupants of the Project, even after formation of the association/apex body/apex bodies on such terms and conditions as the Developer may deem fit and the Purchaser/s / Allottee/s hereby gives their unequivocal consent for the same. For this purposes the Developer may, in its discretion provide suitable provisions in the constitutional documents of the association/apex body/apex bodies.
- (iv) Make provisions for payment of outgoings to the association & the apex body/apex bodies for the purposes of maintenance of Building in which the Flat is located and the entire Project.

21.2 The Purchaser/s / Allottee/s hereby acknowledge(s) and agree(s) that the underlying Land would be conveyed to the Apex Body / Apex Bodies formed of the association in such parts as the Developer may deem fit. The Developer shall convey its title in respect of the Land to the association / Apex Body / Apex Bodies within such period as the Developer may deem fit, however such conveyance shall not be later than 5 (five) years from date of the completion of the entire development of the said Land by utilizing the entire FSI/TDR that may be permitted to be utilized therein in accordance with D.C. Regulations that may be in force from time to time and sale of all the Flats/premises / commercial office / units in the said building/s and receipt of the entire consideration in respect thereof. The Purchaser/s /

Allottee/s hereby agree(s) that he/she/it has understood the provisions of this clause and hereby gives his/her/its unequivocal consent for the same. The Purchaser/s / Allottee/s hereby agree(s) and confirm(s) that till conveyance of the buildings and underlying Land to the association or apex body / apex bodies (as the case may be), the Purchaser/s / Allottee/s shall continue to pay all the outgoings as imposed by SRA and / or concerned authorities and proportionate charges to the Developer/Facility Management Company as the case may be from time to time.

- 21.3** The Purchaser/s / Allottee/s agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and articles of association / apex body / apex bodies drafted/adopted by the Developer for the association, necessary for the formation and registration of the association / apex body / apex bodies within 10 (ten) days from intimation by the Developer. The Purchaser/s / Allottee/s agree(s) not to object to any changes/amendments made by the Developer in the draft/model bye-laws/memorandum and articles of association / apex body / apex bodies for the association. The Purchaser/s / Allottee/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer and the other purchasers of premises in the Building. The Purchaser/s / Allottee/s shall be bound by the rules, regulations and bye-laws/memorandum and articles of association / apex body / apex bodies and the terms and conditions contained in the Indenture. No objection shall be raised by the Purchaser/s, if any changes or modifications are made in the draft byelaw of the association / apex body / apex bodies by the Developer as the case may be or as may be required

by the Registrar of Cooperative Societies or any other competent authority. The Purchaser/s / Allottee/s hereby authorize Developer to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.

21.4 The Developer may become a member of the association / apex body / apex bodies to the extent of all unsold and/or unallotted premises, areas and spaces in the Building.

21.5 All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the association/all purchasers of premises in the building/s in the same proportion as the carpet/built up area of the premises bears to the total area of all the premises in the said building/s.

22. FACILITY MANAGEMENT COMPANY

22.1 By executing this Agreement, the Purchaser/s / Allottee/s agree/s and consent/s to the appointment by the Developer of any agency, firm, corporate body, organization or any other person ("**Facility Management Company**") to manage, upkeep and maintain the Building together with other buildings and the Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building (including the Purchaser's proportionate share of the outgoings as provided hereinabove). It is hereby clearly clarified, agreed and understood that the Facility

Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies. The Purchaser/s / Allottee/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s / Allottee/s and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building and/or common areas, amenities and facilities thereto.

22.2 The Purchaser/s / Allottee/s agree(s) to pay the necessary fees as may be determined by the Developer/Facility Management Company.

22.3 The Purchaser/s / Allottee/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Building and use of the Premises by the Purchaser/s / Allottee/s for ensuring safety and safeguarding the interest of the Developer/Facility Management Company and other purchasers of premises in the Building and the Purchaser/s / Allottee/s also agree(s) and confirm(s) not to raise any disputes/claims against the Developer/Facility Management Company and other purchasers of premises in this regard.

23. FIT OUT MANUAL

23.1 The Purchaser/s / Allottee/s agree(s) and undertake(s) that upon handover of possession, the Purchaser/s / Allottee/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/association / apex body / apex bodies ("Fit-Out Manual") and without causing any disturbance, to the other purchasers of premises in the Building. The Fit Out Manual will be shared at the time of handing over possession of the Flat. Without prejudice to the aforesaid, if the Purchaser/s / Allottee/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Flat or the Building, the Developer shall be entitled to call upon the Purchaser/s / Allottee/s to rectify the same and to restore the Flat and/or Building to its original condition within 37 (thirty) days from the date of intimation by the Developer in that behalf. If the Purchaser/s / Allottee/s does not rectify the breach within the such period of 37 (thirty) days, the Developer may carry out necessary rectification/restoration to the Flat or the Building (on behalf of the Purchaser/s) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Purchaser/s. If the Purchaser/s / Allottee/s fail(s) to reimburse to the Developer any such costs/charges and expenses within 7 (seven) days of demand by the Developer, the same would be deemed to be a charge on the Flat. The Purchaser/s / Allottee/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Premises or the Building

and (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Flat or the Building.

23.2 Upon the possession of the Premises being delivered to the Purchaser/s, the Purchaser/s / Allottee/s shall be deemed to have granted a license to the Developer, its engineers, workmen, laborers or architects to enter upon the Flat by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Building or if necessary any part of the Flat provided the Flat is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Purchaser/s / Allottee/s or his agents and the Purchaser/s / Allottee/s shall reimburse and/or pay to the Developer or any other person the loss or damage suffered by them on account of the act of the Purchaser/s / Allottee/s or his agents. The Developer shall not be liable for any theft or loss or inconvenience caused to the Purchaser/s / Allottee/s on account of entry to the Flat as aforesaid. If the Flat is closed and in the opinion of the Developer any rectification or restoration is necessary in the interest of the Building and/or purchasers therein, the Purchaser/s / Allottee/s consent(s) to the Developer to break open the lock on the main door/entrance of the Flat and the Developer shall not be liable for any loss, theft or inconvenience caused to the Purchaser/s / Allottee/s on account of such entry into the Flat.

24. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/PROMOTER

The Developer hereby represents and warrants to the Purchaser/s / Allottee/s to the best of its knowledge as on date as follows:

- (i) The Developer has clear and marketable title with respect to the land; as covered in the title report annexed to this agreement and has the requisite rights to carry out development upon the Land and also has actual, physical and legal possession of the Land for the implementation of the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (iii) There are no encumbrances upon the Apartment(s) / Flat or Phase or Land or the Project except those disclosed in the title report, if any;
- (iv) There are no litigations pending before any Court of law with respect to the land or Project except those disclosed in the title report, if any;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Land and said Building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable

/relevant laws in relation to the Project, Land, Building/wing and common areas;

- (vi)** The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s / Allottee/s created herein, may prejudicially be affected;
- (vii)** The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land, including the Phase and the said Premises which will, in any manner, adversely affects the rights of Purchaser/s / Allottee/s under this Agreement;
- (viii)** The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s / Allottee/s in the manner contemplated in this Agreement;
- (ix)** At the time of execution of the conveyance deed of the structure to the association of Purchaser/s / Allottee/s the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Purchaser/s / Allottee/s or the federation or apex body as the case may be;
- (x)** The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities;

- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer in respect of the Land and/or the Project except those disclosed in the title report, if any.

25. IT IS CLEARLY UNDERSTOOD AND AGREED BY THE PARTIES THAT -

- 25.1** The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Land and Project and any common rights of ways with the authority to grant such rights to the Purchaser/s / Allottee/s and/or users of premises in the buildings being constructed on the Project (present and future) at all times and the right of access to the Project for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to each and every building to be constructed on the Project (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser/s / Allottee/s/other occupants of premises in building constructed on the Project Land till such time the Land is handed over to the

society/condominium/limited company/ association/Apex Body/Apex Bodies/Federation.

25.2 Necessary provisions for the above shall be made in the transfer documents to be deeds of transfer/assignment/declaration/deeds of Flats to be executed in respect of the sale/transfer of premises in the buildings to be constructed on the Project Land. The Purchaser/s / Allottee/s hereby expressly consents to the same.

26. BRAND NAME & PROJECT NAME

It is agreed by the Purchaser/s / Allottee/s that the name of the Project “**Samrin Heritage**” or of the individual towers may be changed at the sole discretion of the Developer and the Purchaser/s / Allottee/s shall not be entitled to raise any objection to the same.

27. REPRESENTATIONS BY THIRD PARTIES

The Purchaser/s / Allottee/s acknowledge(s), agree(s) and undertake(s) that the Purchaser shall neither hold the Developer or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Purchaser/s / Allottee/s nor make any claims/demands on the Developer or any of its sister concerns/ affiliates with respect thereto.

28. TRANSFER

28.1 Till the time, the possession of the Flat is handed over to the Purchaser by the Developer in terms of this Agreement, the Purchaser only upon payment of (i) minimum 50% (fifty percentage) of the Consideration by the Purchaser/s / Allottee/s and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of this Allotment Letter issued by the Developer, whichever is later, may transfer his rights, title and

interest in the Flat under this Agreement to any third person / entity after obtaining prior written consent of the Developer. Any such transfer by the Purchaser/s / Allottee/s shall be subject to the terms and conditions of this Agreement, Applicable /relevant Laws, notifications/governmental directions, the Purchaser/s / Allottee/s submitting documentary proof as may be required by the Developer, payment of the monies due and payable by the Purchaser/s / Allottee/s under this Agreement and payment of applicable transfer / administrative fee of Rs.500/- (Rupees Five Hundred only) per square feet plus taxes as applicable on the Total Area of the Flat to the Developer. Further, the Developer reserves the right to allow such transfer at its sole discretion.

28.2 On such transfer recorded / endorsed by the Developer, the Purchaser/s / Allottee/s along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Developer, to abide by all the terms and conditions of this Agreement. The Purchaser/s / Allottee/s shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.

29. OBLIGATIONS, COVENANTS, REPRESENTATIONS OF PURCHASER/S/ ALLOTTEE/S

29.1 The Purchaser/s / Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants, represents with the Developer as follows:-

- (i) To maintain the Flat at the Purchaser/s's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is

situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser/s / Allottee/s in this behalf, the Purchaser/s / Allottee/s shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s / Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s / Allottee/s committing any act in contravention of the above provision, the Purchaser/s / Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (iv) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated nor shall demand partition of the Purchaser's interest in the Premises and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the Flat without the prior written permission of the Developer and/or the Society or the Limited Company.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- (vii) Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.

- (viii) To bear and pay increase in local taxes, water charges, insurance, property tax 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 Flat by the Purchaser/s / Allottee/s for any purposes other than for purpose for which it is sold.
- (ix) Not cause any nuisance, hindrance, disturbance and annoyance to other purchasers of premises in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties;
- (x) Pay to the Developer, within 7 (seven) working days of demand, by the Developer his/her/their/its share of deposits, if any, demanded by the concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility connection to the Premises or Building;
- (xi) Permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Premises or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Purchaser/s;
- (xii) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s, flowerbed, duct areas or other open spaces forming a part or appurtenant to the Flat/s in the Building, without the prior written permission of the Developer/association/ concerned authorities; The

purchaser / allottee/s shall maintain the tenements strictly as per the sanctioned plan only.

- (xiii) After possession of the Premises is handed over the Purchaser/s, the Purchaser/s / Allottee/ s may insure the Premises from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter. Moreover, the purchaser shall not put up box grills and/or any other structure for planting trees/ plants in the gallery or flower bed area or any other area.
- (xiv) The Purchaser/s / Allottee/s and/or the Developer shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.
- (xv) The Purchaser/s / Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser/s / Allottee/s to the Developer under this Agreement are fully paid up.
- (xvi) The Purchaser/s / Allottee/s shall observe and perform all the rules and regulations which the society or the limited company or apex body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the

concerned local authority and of Government and other public bodies. The Purchaser/s / Allottee/s shall also observe and perform all the stipulations and conditions laid down by the society/limited company/apex body/federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xvii) Till a conveyance of the structure of the building in which Flat is situated is executed in favour of society/limited society, the Purchaser/s / Allottee/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

(xviii) Usage of Flat Areas & Car Parks by Purchaser: The Purchaser/s / Allottee/s agree(s) to use the Flat or any part thereof or permit the same to be used only for purpose of residence only. The Purchaser/s / Allottee/s further agree(s) to use the garage or parking space only for purpose of keeping or parking vehicle.

(xix) The Purchaser/s / Allottee/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only indicative and suggested in nature and are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The Purchaser/s / Allottee/s agrees and confirms that they have not relied on the same for

his/her/their/its decision to acquire Flat in the Phase and also acknowledges satisfying itself with the sanctioned layout plans and time schedule of completion of the Project.

(xx) The Purchaser/s / Allottee/s undertakes that the Purchaser/s / Allottee/s has/have taken the decision to purchase the Flat out of his/her/their own free will, based solely upon the information provided along with the documents Annexed hereto, after giving careful consideration to the nature and scope of the entire development explained to the Purchaser/s / Allottee/s by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

(xxi) Save and except the information / disclosure contained herein the Purchaser/s / Allottee/s confirm/s and undertake/s not to any make any claim against Developer or seek cancellation of the Apartment / Flat or refund of the monies paid by the Purchaser/s / Allottee/s by reason of anything contained in other information/disclosure not forming part of this Agreement including but not limited to publicity material/ advertisement published in any form or in any channel.

(xxii) The Purchaser/s / Allottee/s agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Flat and/or Car Park(s) by concerned authorities due to non-payment by the Purchaser/s / Allottee/s or any other

apartment/flat purchaser of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.

37. RIGHTS OF THE DEVELOPER

37.1 Developer obligation for obtaining Completion Certificate(CC)/ Occupation Certificate (OC) The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the Flat to the Purchaser/s, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Flat.

37.2 Hoarding rights The Purchaser/s / Allottee/s hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Project Land, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion and the Purchaser/s / Allottee/s agree/s not to dispute or object to the same. The Developer shall not be liable to pay any fees / charges to the association / apex body / apex bodies for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any).

37.3 Retention the Developer may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ Flats in the Project which may be subject to different terms of use, including as a guest house / corporate Flats, under Relevant laws.

37.4 UNSOLD APARTMENT(S)/FLAT

37.4.1 All unsold and/or unallotted premises, areas and spaces in the Building /Residential Complex, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building / Phase and Project Land shall always belong to and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or unallotted premises and shall be entitled to enter upon the Project Land and the Building / Phase to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.

37.4.2 The Developer shall without any reference to the Purchaser/s, association / apex body / apex bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted premises and spaces therein, as it deems fit. The Developer shall be entitled to enter in separate agreements with the purchasers of different premises in the Building / Phase on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new Purchaser/s / Allottee/s as member/s of the association / apex body / apex bodies. The Purchaser/s / Allottee/s and / or the association / apex body / apex bodies shall not claim any reduction in the Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / apex body / apex bodies.

37.5 Additional Construction The Purchaser hereby consents that the Developer shall be entitled to construct any additional area/structures in the remaining portion of the Land as the Developer may deem fit and proper and the Developer shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Purchaser/s / Allottee/s and/or the association / apex body / apex bodies, as the case may be, in accordance with the terms of the Applicable/relevant Laws and the Purchaser/s / Allottee/s agrees not to dispute or object to the same. The right hereby reserved shall be available to the Developer until the complete optimization of the entire Land Layout.

37.7 Mortgage and Security

- a) The Developer has obtained project loan from IDBI Trusteeship Services Limited under SWAMIH Investment Fund, for the development of said property and accordingly mortgaged the said property to IDBI Trusteeship Services Limited, vide mortgage deed dated 15/06/2021 which is duly registered with the Sub-Registrar of Assurance, Thane at Sr. No. TNN9-8173-2021 and IDBI Trusteeship Services Limited has issued no objection certificate for transfer of said Apartment by entering into present agreement with the Allottee/s on _____vide letter no. _____. The registration of this Agreement will be done after the receipt of NOC from IDBI Trusteeship Services Limited.
- b) Further it is specifically informed to the Allottee/s that said Entire Property or part thereof may be mortgage to any other Bank/Financial Institution, after IDBI Trusteeship Services Limited's charge is released, as security for any financial arrangement with the said New Bank. As per the terms of

mortgage, the Allottee/s may be required to pay amounts due to the Developer in the designated account of the said New Bank. If Allottee/s is required to make payment of consideration in the designated account of New Bank, Developer will inform the Allottee/s in writing with particulars of the accounts, in which amount has to be deposited. On being informed by the Developer, the Allottee/s hereby undertakes to pay the amount due to Developer, as per the instruction received from the Developer. The payment by the Allottee/s in the said designated account will discharge the Allottee/s of the amount due to Developer.

- c) The said Apartment will be released from the Security to said Bank and will be free from any encumbrance on payment of entire consideration as stated herein and in the meantime, charge of the bank will be reduced in proportion to the amount paid by the Allottee/s.

31. APPOINTMENT OF VENDORS FOR INTERNET AND CABLE FACILITY

The Developer has informed the Purchaser/s / Allottee/s and the Purchaser/s / Allottee/s is/are aware and agree that in order to provide a common and better-quality service within the entire Project, the Developer shall decide on the specifications and vendors for providing T.V./Internet - Cable and dish antennae network in the Building and other buildings constructed / to be constructed upon the Project Land. The aforesaid rights are retained by the Developer to itself upto 12 months from the date of receipt of Occupancy Certificate from the concern authority and the Developer shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Developer may determine save and unless

the Developer relinquish the said rights. In view thereof, the Purchaser/s / Allottee/s and /or other occupants of premises in the Building shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Developer or the assignee(s) of the Developer save and except in case of relinquishment as aforesaid. The Purchaser/s / Allottee/s and/or occupants of premises in the Building and/or the association / apex body / apex bodies shall pay the charges (including deposits) as may be payable to the Developer and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Developer and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto.

32. RIGHT OF PURCHASER/S / ALLOTTEE/S TO THE FLAT AND COMMON AREAS

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Project Land and Building or any part thereof. The Purchaser/s / Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the society/limited company or other body and until the Project Land is transferred to the Apex Body / federation as hereinbefore mentioned.

33. BINDING EFFECT

Executing this Agreement with the Purchaser/s / Allottee/s by the Developer does not create a binding obligation on the part of the Developer until the Purchaser/s / Allottee/s signs and delivers this Agreement with all the schedules and Annexures along with the payments of any installment or any amounts due as stipulated in the Payment Schedule within 37 (thirty) days from the date of receipt on intimation by the Purchaser/s.

34. ENTIRE AGREEMENT

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Purchaser/s / Allottee/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developer and/or its agents to the Purchaser/s / Allottee/s and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Purchaser/s / Allottee/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

37. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE PURCHASER/S / ALLOTTEE/S/ SUBSEQUENT PURCHASER/S/ALLOTTEE/S

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

36. SEVERABILITY

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the residential terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

37. WAIVER

Any delay tolerated or indulgence shown by the Developer, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Purchaser/s / Allottee/s by the Developer, shall not be treated/construed /considered, as a waiver or acquiescence on the part of the Developer of any breach, violation, non-performance or noncompliance by the Purchaser/s / Allottee/s of any of the terms, conditions, covenants, stipulations and/or

provisions of this Agreement, nor shall the same in any manner prejudice, the rights/remedies of the Developer.

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

Wherever in this Agreement it is stipulated that the Purchaser/s / Allottee/s has to make any payment, in common with other Purchaser/s / Allottee/s in the Phase/Segment/ Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flat in the Phase/Segment/Project.

39. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

40. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Purchaser/s / Allottee/s and the Developer through its authorized signatory of the Developer at the Developer's Office and simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar and this Agreement shall be deemed to have been executed at Thane.

41. PRESENT FOR REGISTRATION

The Purchaser/s / Allottee/s and/or Developer shall present this Agreement as well as the conveyance/assignment of lease at the

proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

42. NOTICES

42.1 Any notice, demand or other communication including but not limited to the Purchaser's default Notice to be served under this Agreement may be served upon any Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.

To the Purchaser:

Name: **MR./MRS.**_____

Address: _____.

Notified E-mail ID: _____

To the Developer :

Name: **SAMRIN INFRA PRIVATE LIMITED**

Address: **SAMRIN HOUSE, PLOT NO A/221, ROAD NO 16V,
MIDC, WAGLE ESTATE, THANE 400604**

Notified E-mail ID: assist@samrinheritage.com

42.2 In case of more than one Purchaser/s, default notice, letters, receipts, demand notices to be served under this Agreement may be served upon to the first mentioned Purchaser/s / Allottee/s onto the above mentioned address or any address later notified by the first mentioned Purchaser/s / Allottee/s and the same shall be a sufficient proof of receipt of Default notice, letters, receipts, demand notices and other communication by all the Purchaser/s / Allottee/s and the same shall fully and effectively discharge the Developer of its obligation in this regard.

In case of change of address of the Purchaser/s, the same shall be informed to the Developer well in advance by the Purchaser/s.

43. SATISFIED WITH THE DEVELOPER'S TITLE

The Purchaser/s / Allottee/s hereby declare/s that he/she/they/it has/have gone through this Agreement and all the documents relating to the Land / Building and has expressly understood the contents, terms and conditions of the same and the Developer has entered into this Agreement with the Purchaser/s / Allottee/s relying solely on the Purchaser/s / Allottee/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser/s / Allottee/s to be observed, performed and fulfilled and complied with and therefore, the Purchaser/s / Allottee/s hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developer and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear,

incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser/s.

44. JOINT PURCHASER/S / ALLOTTEE/S

That in case there are Joint Purchaser/s, all communications shall be sent by the Developer to the Purchaser/s / Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to be considered as properly served on all the Purchaser/s.

45. STAMP DUTY AND REGISTRATION CHARGES

The charges towards Stamp Duty and Registration of this Agreement shall be borne and paid by the Purchaser/s / Allottee/s only.

46. ARBITRATION

In case the Parties are unable to settle their disputes within 15 days of intimation of dispute by either Party, the Parties shall in the first instance, if permitted under Relevant Laws, have the option to settle through arbitration in accordance to the procedure laid down under the Relevant Laws. Costs of arbitration shall be shared equally by the parties. The award of the Arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be conducted in Marathi/English only and be held at an appropriate location in Thane

47. GOVERNING LAW

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

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

Housiey.com

SCHEDULE "A"

(DESCRIPTION OF THE FLAT)

Residential Flat No. ____ admeasuring Rera carpet area ____ square meters (equivalent to ____ square feet) on ____th floor in ____ Building in the said project named as "**SAMRIN HERITAGE**" situated at Final Plot No 377, Almeda Road, Chandanwadi, Panchpakhadi, Thane (W) 400 602 constructed/being constructed by the Developer on the Land.

Housiey.com

SIGNED AND DELIVERED by the within named Developer)

M/S. SAMRIN INFRA PRIVATE LIMITED

Through its Director

MR. MOHAMMED TAHIR MUSTAK SHAIKH

in the presence of :

1. _____

2. _____

SIGNED AND DELIVERED by the within named Purchaser)

1) **MR/MRS.** _____

in the presence of :

1. _____

2. _____

RECEIPT

RECEIVED from the Mr/Mrs. _____ THE PURCHASER a sum of
Rs. _____/- (Rupees _____ Only)

Cheque No.	Amount	Date	Bank Name
Total	Rs.	(Rupees _____)	

I SAY RECEIVED

Rs. _____/-

M/S. SAMRIN INFRA PRIVATE LIMITED
DEVELOPER

Witnesses

1.

2.

ANNEXURE - "A-1" - Copy of the Floor Plan

.....

**ANNEXURE - "A-2" - Copy of the Commencement Certificate issued
by Slum Rehabilitation Authority**

.....

**ANNEXURE - "A-3" - Copy of the permission to develop the Project
vide amended plans/ approval issued by Slum Rehabilitation
Authority**

.....

**ANNEXURE - "B" - Copy of the Certificate of Title issued by the
Advocate of the Developers**

.....

**ANNEXURE - "C" - Copies of Property Cards showing the nature of
the title of the said Owners to their respective plots out of the said
property**

.....

**ANNEXURE - "D" - Copy of the plans of the Layout as proposed by
the Promoters / Developers on Project Land**

.....

**ANNEXURE - "E" - Copy of Specification and amenities for the
Apartment / Flats**

.....

**ANNEXURE - "F" - Copy of the Registration Certificate of the Project
under the provisions of the Act with the Real Estate Regulatory
Authority at Mumbai**

ANNEXURE - "G" Copy of the Certificate of Incorporation