

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) is made at Mumbai this ____ day of _____, 202__;

BETWEEN

AVS Housing & Construction LLP a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its office at 309 Sai Infotech, Patel Chowk, R.B Mehta Road, Ghatkopar (East), Mumbai 400 077, hereinafter referred to as the “**Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

M/s. Mahesh Developers a partnership firm incorporated under the provisions of the Partnership Act, 1932, having its office at Ground Floor, Uma Shikhar, Near Khar Telephone Exchange, Khar (West), Mumbai 400 054, hereinafter referred to as the “**Confirming Party**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

Mr./Mrs./Miss. _____

_____ Indian Inhabitant(s) residing at _____

OR

M/s. _____, a
partnership firm registered under the Indian Partnership Act 1932 and carrying on its business
at _____

OR

_____, a company registered
under the Indian Companies Act 1913 / Companies Act 1956/ Companies Act 2013 having its
registered office at _____

hereinafter jointly and severally referred to as the “**Purchaser/s**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and permitted assigns, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF and in the case of a company or a society or a

body corporate, its successors and permitted assigns) of the **OTHER PART**.

WHEREAS:

- A. One Krishnarani Bhatia, was the owner and seized and possessed of and well and sufficiently entitled to: (i) all those pieces or parcels of land admeasuring 7,793.9 square metres or thereabouts, bearing Survey Nos. 62/1/1 and 62/4, corresponding to CTS Nos. 747, 748, 748/1 and 748/2 of Revenue Village Nahur, Taluka Kurla, District Mumbai Suburban, shown in red colour boundary line on the plan annexed hereto and marked as **Annexure “1”**, and more particularly *Firstly* described in the **First Schedule** hereunder written (the **“First Property”**), and (ii) all those pieces and parcels of land admeasuring 1,025.20 square metres, bearing Survey Nos. 62/1/1 and 62/4, corresponding to CTS Nos. 747, 748, 748/1 and 748/2 of Revenue Village Nahur, Taluka Kurla, District Mumbai Suburban, shown in yellow colour boundary line on the plan annexed hereto and marked as **Annexure “1”**, and more particularly *Secondly* described in the **First Schedule** hereunder written (the **“Second Property”**). Unless referred to individually, the First Property and the Second Property, are collectively referred to as the **“Original Property”**.
- B. The said Krishnarani Bhatia died intestate at Mumbai on 27th June, 2000, having made prior thereto, her last Will and Testament dated 9th June 1998, registered with the Sub-Registrar of Assurances under Serial No. BDR-1/1972/98, whereunder she bequeathed the Original Property to her son Chandrashekhar Yagyadatt Bhatia.
- C. By two (2) separate Deeds of Conveyance, both dated 24th November, 2005, registered with Sub-Registrar of Assurances at Kurla under Serial No. BDR-7/6916 of 2005 and Serial No. BDR-7/6917 of 2005 respectively, Chandrashekhar Yagyadatt Bhatia, sold, conveyed and transferred the Original Property to M/s. Mahesh Developers (**“Mahesh”**).
- D. Mahesh was formed by Ratilal Ambalal Sapariya, Suresh Ratilal Sapariya, Ashok Ratilal Sapariya and Mahesh Ratilal Sapariya (collectively, the **“Original Partners of Mahesh”**).
- E. By a Deed of Reconstitution of the Partnership dated 1st March, 2010, Ramesh S. Jain and Kamla Landmarc Properties Private limited (collectively, the **“Jain Group”**) were admitted as partners of Mahesh, and the name of Mahesh was changed to M/s. Kamla Mahesh Developers.
- F. By a Deed of Retirement dated 27th November, 2017, executed between the Original Partners of Mahesh and the Jain Group, the Jain Group retired from M/s. Kamla Mahesh Developers.
- G. By a Deed of Admission dated 27th November, 2017, executed between the Original Partners of Mahesh and one Mr. Milan K. Parikh, the said Mr. Milan K. Parikh, was admitted as partner of M/s. Kamala Mahesh Developers, and the name of M/s. Kamala Mahesh Developers was changed to M/s. Mahesh Developers i.e. Mahesh.
- H. By virtue of a Joint Venture Agreement dated 15th January, 2022, executed between Mahesh of the one part and the Promoter of the other part, and registered with the Sub-Registrar of Assurances at Kurla under Serial No. KRL-1-8747-2022, the Promoter became entitled to develop the Original Property.
- I. The Original Property was under I-3 zone and was land locked.
- J. By a Deed of Exchange dated 2nd June 2022, executed between the Municipal Corporation of Greater Mumbai (**“MCGM”**) of the one part and Mahesh of the other part, and registered with office of Sub-Registrar of Assurances at Kurla under Serial No. KRL-1-11248-2022, MCGM conveyed unto and in favour of Mahesh, plot of land admeasuring 944.90 square metres, bearing CTS No. 733B of Village Nahur, Taluka Kurla, Mumbai Suburban District, shown in green colour boundary line on the plan annexed hereto and marked as **Annexure “1”**, and more particularly *Thirdly* described in the First Schedule

hereunder written (the “**MCGM Property**”), and in exchange, Mahesh conveyed unto and in favour of MCGM, the Second Property.

- K. Unless referred to individually, the First Property and the MCGM Property, are collectively referred to as the “**Larger Property**” and more particularly *Fourthly* described in the First Schedule hereunder written, plot of land admeasuring on or about 8738.67 square metres bearing CTS No. 747, 748, 748/1, 748/2 and 733B of Village Nahur, Taluka Kurla, Mumbai Suburban District, shown in green colour boundary line on the plan annexed hereto and marked as **Annexure “1A”**.
- L. By letter dated 12th August, 2022, the Executive Engineer (Building Proposal) Eastern Suburbs-II, permitted to change the user of plot bearing CTS Nos.747, 748, 748/1, 748/2 and 733B i.e. the Larger Property, from Industrial Zone (I) to Residential Zone (R), on the terms and conditions contained therein.
- M. The Promoter is developing the Larger Property, in a phase wise manner and/or project wise manner. The Larger Property shall inter alia comprise of buildings for residential, commercial, retail shops, and such other users as may be permitted from time to time.
- N. The Promoter is developing a portion admeasuring 1416.22 square metres of the Larger Property, and constructing a building known as “**Rudraksh Towers – Wing A**” thereon (“**New Building**”). The said portion admeasuring 1416.22 square metres of the Larger Property, on which the Promoter is constructing the New Building, is shown in orange colour wash on the plan annexed hereto and marked as **Annexure “1”**, and is hereinafter referred to as the “**said Property**”.
- O. The development and construction of the New Building, is hereinafter referred to as the “**Project**”.
- P. The Promoter is developing the Project, as a separate project under Section 3 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the Maharashtra Real Estate (Regulation and Development) Rules, 2017 (“**RERA Rules**”).
- Q. The Promoter has registered the Project with the Real Estate Regulatory Authority (the “**Authority**”) under the provisions of Section 5 of RERA read with the RERA Rules, at Mumbai, under no. _____ on _____. A copy of RERA Registration Certificate issued by the Authority, is annexed and marked as **Annexure “2”** hereto. The above details are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- R. The Promoter is developing the balance portion admeasuring 1416.22 square metres of the Larger Property, and constructing a building known as “**Rudraksh Towers – Wing B**” thereon (“**Rudraksh Towers - Wing B Project**”). The Rudraksh Towers – Wing B Project shall be registered / has been registered as a separate project under RERA read with RERA Rules.
- S. The following approvals, permissions, etc., have been granted, inter alia in respect of the Project:
- (i) MCGM has issued Intimation of Disapproval dated 13th February, 2024 bearing **No. P-16173/2023/(747 and others)/S ward/Nahur/-S/IOD (“IOD”)**, on and subject to the terms and conditions set out therein. A copy of the IOD is annexed hereto and marked as **Annexure “3”**;
 - (ii) MCGM has issued Commencement Certificate dated 30th July 2024 bearing **No. P-16173/2023/(747 And Other)/S Ward/NAHUR-S/CC/1/New (“CC”)**, on and subject to the terms and conditions set out therein. A copy of the CC is annexed hereto and marked as **Annexure “4”**;
- T. The following litigations have been filed in respect of the Original Property:

- (i) One Shrimati Jyoti Rajinder Wij filed Suit No. 2489 of 2012 (“**Suit No. 2489**”) before the Hon’ble City Civil Court, inter alia for the reliefs set out therein. By an order dated 26th June, 2015 the Hon’ble City Civil Court inter alia restrained Ratilal Patel, one of the Original Partners of Mahesh, from creating any third party rights in respect of any of the suit properties, including the Original Property. Mahesh filed Notice of Motion No. 396 of 2017, inter alia seeking to recall the order dated 26th June, 2015. By an order dated 1st August 2019, Notice of Motion No. 396 of 2007 was dismissed against which an Appeal was filed, being A.O. No. 959 of 2019. By an order dated 17th September 2021 read with order dated 27th October, 2021, the Hon’ble High Court stayed order passed by the Hon’ble Civil Court pending hearing and final dismissal of the said A.O. No. 959 of 2019. By an order dated 22nd December, 2023, the Hon’ble High Court clarified that there shall be no injunction, qua Defendant No.9 (Ratilal Sapariya Partner of Mahesh Developers) in respect of the property bearing Survey No.62 (Part) bearing C.T.S. No. 747, 748, 748/1 and 748/2 of Village-Nahur, Taluka- Kurla, Mumbai Suburban District;
- (ii) In the Suit No. 524, Purvankara Limited took out an Interim Application Lodging No. 2442 of 2023 for the reliefs as mentioned therein.
- (iii) Some of the allottees of premises in the new buildings to be constructed on the Original Property, filed Commercial Suit No.524 of 2017 (“**Suit No. 524**”), against M/s. Kamla Mahesh Developers and others, before the Hon’ble Bombay High Court, for the reliefs set out therein. The Parties to Suit No. 524, executed Consent
- (iv) Terms dated 27th November, 2017, and filed the same before Hon’ble Bombay High Court. The Hon’ble Bombay High Court has taken the Consent Terms dated 27th November, 2017 on record, and passed Order dated 30th October, 2018 and Order dated 22nd March, 2022. The Suit is pending for Compliance.
- (v) In the Suit No. 524, Mahesh Developers took out an Interim Application Lodging No. 15139 of 2024 for the reliefs as mentioned therein.
- (vi) M/s. Mahesh Developers and others filed SC Suit No. 5157 of 2006 (“**Suit No. 5157**”), against Mr. Manoj Puri and Shree Krishna Woolen Mills Pvt. Ltd (SKWMPL), before the Hon’ble Bombay City Civil Court, for the reliefs set out therein. The Parties to Suit No. 5157, executed Consent Terms dated 17th November, 2009, and filed the same before Hon’ble Bombay City Civil Court. Manoj Puri and SKWMPL filed an Execution Application No. 100214 of 2022 and the same is pending.
- U. In these circumstances, the Promoter is entitled to develop the said Property and construct the New Building, and undertake and complete the Project, and sell the premises therein and receive the sale consideration in respect thereof.
- V. While sanctioning the said plans, the authorities and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and upon due observance and performance of which only the completion or occupation certificate in respect of the said Project shall be granted by the concerned authority.
- W. The Promoter has entered into a prescribed agreement with an Architect, registered with the Council of Architects and also appointed a Structural Engineer for preparing structural designs and drawings and specifications of the Project and the Purchaser/s accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of the New Buildings, unless otherwise changed by the Promoter.

- X. Advocate Sudhakar S. Mishra have issued Report on Title dated 31st July, 2024 relating to the Project. The copy of the said Report of Title is annexed hereto and marked as **Annexure “5”**.
- Y. The principal and material aspects of the development of the Project, as disclosed by the Promoter, are briefly stated below:
- (i) FSI of 12837.9 square meter is proposed to be consumed for the construction of the Project as per Development Control and Promotion Regulations,2034;
 - (ii) The New Building shall be a composite building, and shall comprise of:
 - (a) one (1) basement, consisting of ____ car parking spaces earmarked for the purchasers of commercial premises (“**Basement Car Parking Spaces – Commercial**”), ____ car parking spaces earmarked for the purchasers of residential premises (“**Basement Car Parking Spaces – Residential**”), ____ visitor car parking spaces earmarked for purchasers of commercial premises (“**Basement Visitor Car Parking Spaces - Commercial**”), and ____ visitor car parking spaces earmarked for the purchasers of residential premises (“**Basement Visitor Car Parking Spaces - Residential**”);
 - (b) ground floor and stilt, plus three (3) upper floors, consisting of: (I) commercial premises, on the front side of the ground floor and stilt plus three (3) upper floors of the New Building (“**Ground to Third Floor Commercial Premises**”), and (II) podium car parking spaces earmarked for purchasers of residential premises, on the back side of the ground floor and stilt plus three (3) upper floors of the New Building (“**Ground to Third Floor Podium**”);
 - (c) fourth (4th) floor consisting of: (I) service area, on the front side of the fourth (4th) floor of the New Building (“**Fourth Floor Service Area**”), and (II) podium car parking spaces earmarked for purchasers of residential premises, on the back side of the fourth (4th) floor of the New Building (“**Fourth Floor Podium**”), and (III) fitness centre (“**Fourth Floor Fitness Centre**”);
 - (d) fifth (5th) floor consisting of: (I) residential premises, on the front side of the fifth (5th) floor of the New Building (“**Fifth Floor Residential Premises**”), and (II) podium car parking spaces earmarked for purchasers of residential premises, on the back side of the fifth (5th) floor of the New Building (“**Fifth Floor Podium**”), and fitness centre (“**Fifth Floor Fitness Centre**”);
 - (e) sixth (6th) floor consisting of: (a) residential premises on the front side of the sixth (6th) floor of the New Building (“**Sixth Floor Residential Premises**”), and (b) garden on the back side of the sixth (6th) floor of the New Building (“**Sixth Floor Garden**”);
 - (f) seventh (7th) floor to thirty fourth (34th) floor, consisting of residential premises (“**Seventh to Thirty Fourth Floor Residential Premises**”); and

Unless referred to individually:

- (I) the Basement Car Parking Spaces – Commercial, Basement Visitor Car Parking Spaces – Residential, and Ground to Third Floor Commercial Premises, are collectively referred to as the “**Commercial Portion of the New Building**”;

- (II) the Basement Car Parking Spaces – Residential, Basement Visitor Car Parking Spaces – Residential, Ground to Third Floor Podium, Fourth Floor Service Area, Fourth Floor Podium, Fifth Floor Residential Premises, Fifth Floor Podium, Sixth Floor Residential Premises, Sixth Floor Garden and Seventh to Thirty Fourth Floor Residential Premises, are collectively referred to as the “**Residential Portion of the New Building**”; and
- (III) the Fourth Floor Fitness Centre and the Fifth Floor Fitness Centre, are collectively referred to as the “**Common Amenities**”;
- (iii) Total FSI of 26,537.41 square meters has been sanctioned for consumption in the construction and development of the Entire Project including Rudraksh Towers Wing A and Wing B;
- (iv) The Promoter shall be entitled to put hoarding/boards of their Brand Name, in any form including of Neon Signs, MS Letters, Vinyl & Sun Boards on said Property and the Larger Property, including on the façade, terrace, compound wall or other part of the buildings/Towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites;
- Z. The Purchaser/s has/have demanded inspection from the Promoter and the Promoter has given inspection to the Purchaser/s of all documents of title relating to the said Property and the Larger Property, including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoter’s Architects, the Report on Title, revenue records and all other documents as specified under RERA and the rules made there under, as amended up to date and the Purchaser/s is/are fully satisfied with the title of the Promoter in respect of the said Property and the Larger Property, and the Promoter’s right to allot various flat/ premises in the New Building to be constructed on the said Property and other new buildings and structures on the Larger Property Purchaser/s has/have agreed not to raise any requisitions on or objections to the same;
- AA. The Purchaser/s after having investigated and after being fully satisfied with respect to the title of said Property and the Larger Property, has/have approached the Promoter and requested the Promoter to allot to him/her/them a flat / commercial premises bearing No. _____, admeasuring _____ square meters (MOFA carpet area) equivalent to _____ square feet (MOFA carpet area) and _____ square meters (RERA carpet area) equivalent to _____ square feet (RERA carpet area) plus balcony area admeasuring _____ square metres equivalent _____ square feet and utility Area admeasuring _____ square metres equivalent _____ square feet totaling to _____ square meters equivalent to _____ square feet on the _____ floor of the New Building, for the consideration of Rs. _____/- (**Rupees _____ Only**) (hereinafter referred to as “**Sale Price**”) and on the terms and conditions hereinafter appearing. The said flat / commercial premises bearing No. _____ is shown in _____ colour hatch lines on the plan annexed and marked as **Annexure “6”** hereto, and is more particularly described in the Second Schedule hereunder written, and is hereinafter referred to as the “**said Premises**”;
- BB. The said Premises has attached balcony/ies aggregately admeasuring _____ square feet and Utility/ies Area aggregately admeasuring _____ square feet , as mentioned herein above. The said balconies and Utility/ies Area are shown in red hatched line on the plan annexed and marked as **Annexure “6”** hereto. All balcony/ies and Utility/ies Area attached to premises in the Project shall be for the exclusive use of the allottees of such flats.
- CC. Relying upon the said applications, declaration and agreement herein contained, the Promoter has agreed to allot to the Purchaser/s the said Premises, at the price and on the terms and conditions hereinafter appearing.
- DD. Copies of following documents are annexed to this Agreement;

- i. Plan showing the Larger Property and the said Property (**Annexure "1"**);
- ii. RERA Registration Certificate (**Annexure "2"**);
- iii. IOD and CC (**Annexure "3" and "4"**);
- iv. Report on Title given by Advocate Sudhakar S. Mishra (**Annexure "5"**);
- v. Plan of the said Premises (**Annexure "6"**).

EE. Under section 13 of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Premises, being in fact these presents and also to register this Agreement under the Indian Registration Act, 1908.

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

1. The recitals contained above and the Schedules and the Annexures hereto form an integral and operative part of this Agreement as if the same were set out and incorporated herein verbatim.
2. The Promoter shall comply with all the terms, conditions, stipulations, restriction etc., if any, which may have been imposed by the authorities, at the time of sanctioning of the plans. The Promoter shall construct New Building known as "Rudraksh Towers – Wing A" on the said Property in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and perused by the Purchaser/s with such variations and modifications as the Promoter may consider necessary or as may be required by the Government, MCGM and/or any other local authority from time to time. The Purchaser/s hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed/ be imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.
3. The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to allot to the Purchaser/s, the said Premises in the Wing _____, admeasuring _____ square meters (MOFA carpet area) equivalent to _____ square feet (MOFA carpet area) and _____ square meters (RERA carpet area) equivalent to _____ square feet (RERA carpet area) plus balcony area admeasuring _____ square metres equivalent _____ square feet and utility Area admeasuring _____ square metres equivalent _____ square feet totaling to _____ square meters equivalent to _____ square feet on the _____ Floor of the New Building being constructed on the said Property, being the Project, at _____ and for the lumpsum Sale Price of **Rs. _____/- (Rupees _____ Only)**, plus all applicable taxes, GST, etc. payable by the Purchaser/s to the Promoter in the following schedule as mentioned in the payment schedule of Consent terms dated 27th November 2017 and and order dated 30th October 2018. A copy of the Consent Terms dated 27th November 2017 and order dated 30th October 2018 is annexed herewith as **Annexure "7"** hereto

Sr. No.	Particulars/Event	Due in %	Amount (Rs.)
1	Earnest Money	20%	
2	On completion of Plinth/Lower Stilt	25%	
3	On completion of Stilt Slab	2.5%	
4	On completion of Each Slab (1.5%*30 Slabs)	45%	
5	On completion of Flooring	1.5%	
6	On completion of Window	1%	
7	On completion of Electrical Work	1%	
8	On completion of Painting	1%	
9	On Possession	3%	
	Total	100%	

4. The said Premises has attached balcony/ies aggregately admeasuring _____ square feet and Utility/ies Area aggregately admeasuring _____ square feet , as mentioned herein above. The said balconies and Utility/ies Area are shown in red hatched line on the plan annexed and marked as **Annexure “6”** hereto. All balcony/ies and Utility/ies Area attached to premises in the Project shall be for the exclusive use of the owners of such flats.
5. A per the Consent terms dated 27th November 2017 and order dated 30th October 2018 passed in the commercial suit no. 524 of 2017, the Purchaser shall pay for fungible FSI of the said flats as per the Ready Reckoner Rate prevailing on the day of the IOD. Also the Flat Purchaser shall also pay for floor rise viz. Rs. 45 per sq. ft. per floor from 2nd floor onwards on the saleable area stated in Consent terms dated 27th November 2017.
6. The Promoter shall confirm the final carpet area of the said Premises that has been allotted to the Purchaser after the construction of the New Building is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty five (45) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.
7. The Promoter has disclosed and the Purchaser is aware, agrees, acknowledges and confirms that: (a) the Floor Space Index available as on date in respect of the Project is 12837.9 square meters, and (b) the Promoter has planned to utilize more FSI by availing of TDR and FSI available on payment of premiums and/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 or otherwise on the Larger Property, excluding the current project and following the due process of law,. The Purchaser has agreed to purchase the said Premises based on the proposed construction and sale of premises 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.
8. The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price of Rs. _____/- (Rupees _____ Only) plus all taxes, cess, fees, cost, charges, duties etc. including service tax and /or Value Added Tax (VAT) and/ or Goods and Services Tax (GST) etc. to the Promoter from time to time in the manner set out in Clause 3 herein. The Sale Price is exclusive of any sums, amounts, taxes, charges, cess, duties etc. including service tax, VAT, GST and other taxes, cess, levies, fees and other charges of any nature whatsoever, as are or may be applicable and/or payable hereunder or that may become applicable or payable in the future, and all such sums, amounts, taxes, charges, duties, cess, etc. shall be entirely borne and paid by the Purchaser/s, and the Promoter shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof. The Purchaser/s hereby agree/s, confirm/s and undertake/s that an intimation forwarded by the Promoter, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is completed.
9. Each of such instalments shall be paid by the Purchaser/s within a period of seven (7) days from the date of intimation by the Promoter. Time for payment of each instalment is the essence of the contract.
10. The Purchaser shall pay to the Promoter escalation / increase in the Sale Price if such escalation / increase is on account of development charges, payable to the competent

authority and/or any other increase in charges, which may be levied or imposed by any competent authority from time to time.

11. The Purchaser/s shall make all payments of the Sale Price due and/or payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of “_____”. In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the said Premises, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Promoter through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of “_____”. 70% (seventy percent) of the amounts deposited/transferred to “_____”, from time to time shall be deposited in a separate account to be maintained under Section 4(2)(1)(D) of RERA. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Premises and shall be construed as a breach on the part of the Purchaser/s, in which event the Promoter shall, without prejudice to its other rights and remedies, be entitled to terminate this Agreement and forfeit 10% (ten percent) of the Sale Price.
12. The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of installments of Sale Price, the Purchaser/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time and pay the same to the concerned department/authority. The Purchaser/s after making payment of each installments and Service Tax/ GST, on or before 7th day of next month, shall file Form 26QB with the Income Tax Authority in the prescribed format and on or before 22nd day of the month in which respective Form 26QB is filed, shall furnish Form 16B to the Promoter.
13. The Purchaser/s is/are aware that the time to make the payment of instalments and service tax / GST and all other taxes and all other amounts as mentioned herein, is the essence of contract and in event of delay on part of the Purchaser/s to make the payment of any of the instalment together with Service Tax/GST and/or any other tax (including delivering Form 16B certificate thereof), then without prejudice to right of the Promoter to cancel and terminate this Agreement and the other rights and remedies of the Promoter, the Purchaser/s shall be liable to pay interest at the simple rate specified under the RERA Rules per annum to the Promoter on all delayed payments from the due date till the date of realization thereof.
14. Without prejudice to the right of promoter to charge interest in terms of sub clause 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 as per Consent Terms dated 27.11.2017 and Order dated 30.10.2018 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 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.

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.

15. The Purchaser/s is/are aware that the Promoter shall provide to the Purchaser, ___ Car Parking Space at _____ level basement / podium / stilt / mechanical parking unit car parking unit bearing no. _____ admeasuring _____ sq ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance (“**Parking Space**”), on a consideration of Rs. 7,00,000/- as per the Consent terms dated 29.11.2017 and Order dated 30.10.2018. However, the Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the said Parking Spaces by the Promoter and/or the organization to be formed by all the purchasers of premises in the New Building and shall pay such outgoings in respect of the said Parking Spaces as may be levied by such organizations/apex body to be formed by them. The Purchaser further agrees and confirms that:
- (A) The Parking Spaces shall be used for parking of the motor vehicles only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Parking Spaces; and
 - (B) The Purchaser/s herein agree/s and confirm/s that he/she/they shall not raise any objection to the designations/selections of parking.
16. The Promoter is not making any statement, declaration, representation, warranties, guarantees etc. with respect to the brochure and/or any advertisements of the Project and/or the show flat, height of the ceiling of the show flat, measurements, layout of the show flat, area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities etc., and the Promoter does not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by the Promoter, in the said Premises and/or any other flat and/or in the Project. The information, depictions, fixtures, fittings, furniture, pictures, drawings, images etc., with regards to the brochure, advertisements, show flat and the information, depictions of the lobby, landscaping, amenities, fixtures, furniture, interiors, designs and all other items with regard to the same shall not be relied upon by the Purchaser/s as statements and/or representations of fact, and the Purchaser/s have not agreed to acquire the said Premises on the basis of such show flat, lobby, landscaping, amenities, fixtures, furniture, interiors, designs and any and all other items etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the said Premises shall be mentioned herein and the same shall be final.
17. All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another.
- 18.
- (A) It is agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be restricted to the said Premises only, and such right will accrue to the Purchaser/s only on the Purchaser/s making payment of all the amounts including the Sale Price to the Promoter strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold flats/units, car parking, portion or portions of the said New Building, other buildings etc. including recreation ground, internal roads, recreational facilities, swimming pool, gardens, club-house, Common Amenities, etc. shall always be the sole and absolute property of the Promoter. The Purchaser/s hereby confirm/s that the Promoter shall have the right and shall be entitled to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub-lease, and/or deal with and dispose of the said Property

and the Larger Property and New Building and all other unsold flats/units/shops and car parks and portion or portions of the said New Building and/or the said Property and/or the Larger Property including common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, recreational facilities, swimming pool, gardens, club-house, in the manner deemed fit and at the sole discretion of the Promoter.

- (B) The Purchaser agrees and acknowledges that:
- (i) there shall be separate entry, exit, lifts, staircases, etc., of the Commercial Portion of the New Building, and of the Residential Portion of the New Building;
 - (ii) the purchasers of commercial premises in the New Building, shall not have the right and shall not be entitled to, and shall not enter, access, use, etc., the Residential Portion of the New Building and/or the Common Amenities, and only the purchasers of residential premises in the New Building shall enter, access and use the Residential Portion of the New Building and the Common Amenities, on and subject to the terms and conditions as the Promoter may deem fit;
 - (iii) the purchasers of residential premises in the New Building, shall not have the right and shall not be entitled to, and shall not enter, access, use, etc., the Commercial Portion of the New Building, and only the purchasers of commercial premises in the New Building shall enter, access and use the Commercial Portion of the New Building, on and subject to the terms and conditions as the Promoter may deem fit, on and subject to the terms and conditions as the Promoter may deem fit; and
 - (iv) the purchasers of residential premises in Rudraksh Towers – Wing A Project shall be permitted to use the Common Amenities, and neither shall the Purchaser nor shall any other purchasers have any objection, dispute, etc. in respect thereof.
- (C) The purchasers of commercial premises in the New Building, and the purchasers of residential premises in the New Building, shall be permitted to use the common areas described in Part A of the **Third Schedule** and Part B of the **Third Schedule**, respectively, on and subject to the terms and conditions as the Promoter may deem fit.
- (D) The Purchaser/s hereby agree/s, covenant/s and undertake/s that notwithstanding anything contrary contained herein, the Purchaser/s agree/s to purchase from the Promoter and the Promoter agrees to allot to the Purchaser/s, the said Premises, on the basis of RERA carpet area, and the Sale Price as set out herein, is in respect of the RERA carpet area of the said Premises, and the Purchaser/s shall not raise any disputes and/or claims in respect of the same.

19.

- (A) The Promoter shall, at its sole discretion, and at the cost and expenses of the purchasers of premises in the New Building, submit applications, for registration of:
- (i) one or more co-operative societies under the Maharashtra Co-operative Societies Act, 1960 or Condominium / Association under Maharashtra Apartment Ownership Act, 1970, or Limited Company under the Companies Act, 2013, or any other organisation, of the purchasers of residential premises in the New Building, to be known by such name as the Promoter may decide (“**Organization of Residential Premises**”), as per the timelines prescribed under and in accordance with applicable laws; and

- (ii) one or more co-operative societies under the Maharashtra Co-operative Societies Act, 1960 or Condominium / Association under Maharashtra Apartment Ownership Act, 1970, or Limited Company under the Companies Act, 2013, or any other organisation, of the purchasers of commercial premises in the New Building, to be known by such name as the Promoter may decide ("**Organization of Commercial Premises**"), as per the timelines prescribed under and in accordance with applicable laws.
- (B) The Purchaser shall join in forming and registering the Organisation of _____ Premises, and sign, execute, register, etc. all applications, deeds, documents, writings, forms, applications, bye-laws, etc. for formation, registration, etc. of the organisation, and also for becoming a member of the same, within fifteen (15) days of the same being forwarded by the Promoter to the Purchaser.
- (C) The Purchaser/s shall pay to the Promoter or the organization, as per the instructions of the Promoter, the proportionate share of the municipal tax, water charges, maintenance charges, outgoings and all other rent, rates and taxes in respect of the said Premises.
- (D) The Purchaser/s shall make his/her/their proportionate contribution as may from time to time be required to be made to the organization.
- (E) It is expressly and specifically clarified, agreed, understood and confirmed by and between the Parties hereto that the unsold flats/units/shops, car parking spaces, portion or portions of the New Building etc. shall at all times be and remain the absolute property of the Promoter, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the Organization of Commercial Premises nor the Organisation of Residential Premises shall object to or dispute the same.
- (F) The Promoter may, if it so desires, become member of the Organization of Residential Premises in respect of the unsold residential premises / areas, and the Organisation of Commercial Premises in respect of the unsold commercial premises / areas.
- (G) On the Promoter intimating to the concerned organization, the name or names of the purchaser/s or acquirer/s of such unsold flats/commercial premises, etc., the concerned organization shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by the Promoter from such purchaser/s towards development charges, legal charges etc. The Promoter shall not be liable to pay any maintenance charges/outgoings, etc. in respect of the unsold flats/commercial premises, car parking spaces and other premises, save and except the municipal taxes, with effect from the date of grant of occupation certificate by the relevant statutory authority. Provided however in the event, the Promoter occupies or permit occupation of any unit, such occupant/s or Promoter, as the case may be, shall be liable to pay the maintenance charges, etc. in respect thereof. It is further clarified that for allotment/sale of such unit, the Promoter shall not be liable to take any permission/consent of the concerned organization.
- (H) The Promoter may, at its sole discretion, and at the cost and expenses of the purchasers of premises in the New Building and Rudraksh Towers – Wing A Project, submit applications, for registration of an apex body / federation,

comprising of the Organisation of Commercial Premises, the Organisation of Residential Premises, and the other organisations, societies, associations, limited companies, etc formed by the occupants / purchasers of premises in Rudraksh Towers – Wing A Project, to be known by such name as the Promoter may deem fit (“**Apex Body**”), as per the timelines prescribed under and in accordance with applicable laws.

- (I) The Purchaser shall join in forming and registering the Federation, and sign, execute, register, etc. all applications, deeds, documents, writings, forms, applications, bye-laws, etc. for formation, registration, etc. of the Federation, within fifteen (15) days of the same being forwarded by the Promoter to the Purchaser.
- (J) The Purchaser/s shall make his/her/their proportionate contribution as may from time to time be required to be made to the Apex Body.
- (K) The Promoter shall execute and/or cause to be executed, conveyance of the Commercial Portion of the New building /project land, in favour of the Organisation of Commercial Premises, within three (3) months from the date of issue of occupancy certificate in respect of the Commercial Portion of the New Building /project land, and sale of all the premises in the Commercial Portion of the New Building /project land, in the Commercial Portion of the New Building /project land.
- (L) The Promoter shall execute and/or cause to be executed, conveyance of the Basement Car Parking Spaces – Residential and Commercial, Basement Visitor Car Parking Spaces – Residential, Fifth Floor Residential Premises, Sixth Floor Residential Premises and Seventh to Thirty Fourth Floor Residential Premises, in favour of the Organisation of Residential Premises, within three (3) months from the date of issue of the occupancy certificate in respect thereof, and sale of all the premises in the Residential Portion of the New Building /project land of all premises, areas etc in the Residential Portion of the New Building /project land.
- (M) The Promoter shall execute and/or cause to be executed, conveyance of the Common Amenities, Ground to Third Floor Podium, Fourth Floor Service Area, Fourth Floor Podium, Fifth Floor Podium, Sixth Floor Garden, and undivided or inseparable land underneath the New Building and the other buildings to be constructed on the Larger Property, to the Apex Body, within three (3) months from:
 - (i) the date on which the Apex Body is duly constituted; and
 - (ii) the date of issue of occupancy certificate of the last building or wing to be constructed on the Larger Property; and
 - (iii) the Promoter having utilised, consumed, loaded, etc. the entire FSI, fungible FSI, free FSI, Premium FSI, potential, yield, TDR, etc. of the Larger Property and TDR.
- (N) Notwithstanding anything contrary contained herein or otherwise, the Purchaser agrees, declares and confirms that the execution of the aforesaid conveyances, shall be subject to the Promoter’s right and entitlement to:
 - (i) complete the construction of the New Building on the said Property and the other buildings on the remaining Larger Property;
 - (ii) complete the development of the entire said Property and Larger Property and construction of the New Building and Rudraksh Towers – Wing A Project and other buildings and structures thereon.

- (O) The Purchaser/s shall at no time demand partition of the New Building and/or the Larger Property or any part thereof and/or his/her/their/its interest, if any, therein and the same shall never be partitioned.
20. The Purchaser/s and the person/s, to whom the said Premises is permitted to be used shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the concerned organisation may require for safeguarding the interest of the Promoter and/or the Purchaser/s and other purchasers in the said Property and Larger Property.
- 21.
- (A) It is agreed between the Parties that the Promoter shall be entitled to develop the Larger Property in such manner as the Promoter may desire. The Promoter is retaining unto itself, full rights for the purpose of providing ingress or egress from the Larger Property or any part thereof in the manner deemed fit by the Promoter, and the Purchaser/s agrees not to raise any objection or dispute regards the same now or any time in the future and the Purchaser/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.
- (B) It is agreed between the Parties that the Promoter shall, excluding the current project and following the due process of law, be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the layout plan as may be sanctioned by MCGM / MHADA and/or any other authorities in respect of the Larger Property to utilize FSI and/or development rights in respect thereof and for that purpose to submit plans or proposals as the Promoter may deem fit. It is further agreed that the Promoter in its absolute discretion shall be entitled to locate or provide in the New Building, excluding the current project and following the due process of law, on the Larger Property any additional floor or floors and use the same for such purpose or purposes as the Promoter may desire without reference or recourse to the Purchaser/s or the Organisation of Commercial Premises or the Organisation of Residential Premises, at the discretion/option of the Promoter time to time.
- (C) The Promoter may re-design the New Building, excluding the current project and following the due process of law, or increase in number of floors, adding new building or buildings or the recreation area or realigning any internal road, common area, club house, swimming pool, recreation area and passages and such other area or areas as per RERA, to realign and re-design, and if the New Building, excluding the current project and following the due process of law, in which the Purchaser/s has/have agreed to acquire the said Premises is completed earlier than other building/s structures, then the Promoter will be entitled to utilise any FSI, TDR and all the benefits, potentials, yield, advantages etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law / act etc. in respect of the Larger Property or any part thereof or any adjoining property or properties as the case may be, and till all the aforesaid is fully utilised by the Promoter, and all the premises etc. are sold, and the amount or amounts receivable by the Promoter is/are duly received by the Promoter and all the obligations required to be carried out by the Purchaser/s herein and the purchaser/s of premises are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to cause the concerned organisation to admit the Purchaser/s as member/s of the concerned organisation.
- (D) It is agreed, confirmed and covenanted by the Purchaser/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans, designs, elevation, etc. of the Balance Building (Rudraksh Towers Wing B) and/or the Larger Property and/or get the Larger Property, excluding the current project and following the due process of law, sub-divided into small portions or parts or amalgamate the same with any other property or properties in accordance with applicable laws. Further it is agreed between the Parties hereto that the Purchaser/s shall not be entitled to nor shall

he/she/they demand sub-division of the said Property and/or the Larger Property or be entitled to any FSI of Balance Building (Rudraksh Towers Wing B) and that the Purchaser/s and/or the Organisation of Commercial Premises and/or the Organisation of Residential Premises, shall not be entitled to put up any further or additional construction on the Balance Building (Rudraksh Towers Wing B) exceeding the FSI consumed therein at the time of grant of the Occupation Certificate for any reason whatsoever.

22. It is agreed, confirmed and covenanted by the Purchaser/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, utilize, consume, load etc. FSI of the Larger Property or any part thereof, excluding the current project and following the due process of law.
23. The name of the New Building shall always be known as “**Rudraksh Towers – Wing A**” and this name shall not be changed without the prior written permission of the Promoter.
24. It is agreed that the said Premises shall be of RCC structure with normal brick, gypsum, siporex, with cement plaster only. It is agreed that the New Building and its layout may contain common fixtures, fittings and/or amenities as specified in the **Fourth Schedule** hereunder written. The Purchaser/s hereby agree/s, declare/s and confirm/s that save and except the said specification, fixtures, fittings and/or amenities, the Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the New Building /said Property.
25. It is expressly agreed that the said Premises contains fixtures and fittings as set out in the **Fifth Schedule** hereunder written and the Purchaser/s confirm/s that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Premises.
26. Subject to the Purchaser/s not being in default of any of the terms and/or conditions contained herein including default in payment of the Sale Price, applicable taxes or any part thereof, the Promoter shall complete the construction of and handover the said Premises to the Purchaser/s by _____ (“**Possession Date**”). If the Promoter fails to hand over the said Premises to the Purchaser/s on or before the Possession Date, and only if the Purchaser has paid all the amounts payable by him/her under this Agreement (including interest, if any) and performed all his/her obligations and only if the Purchaser/s do not intend to cancel this Agreement/ withdraw from the Project, the Promoter shall pay to the Purchaser/s simple interest as specified in the RERA Rules, on all the amounts paid by the Purchaser/s to the Promoter towards Sale Price for every month of delay from the Possession Date till the handing over of the possession of the said Premises.
- Provided that the Promoter shall be entitled to reasonable extension of time for handing over possession of the said Premises, if the completion of the said Premises is delayed on account of:
- (i) War, civil commotion or act of God; and/or
 - (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
27. If the Purchaser/s intend/s to cancel this Agreement or withdraw from the Project, on account of delay in handing over possession of the said Premises due to circumstances mentioned in Clause ___ herein, then on cancellation of this Agreement by the Purchaser/s:
- (A) The Promoter shall refund to the Purchaser/s the amounts already received by the Promoter in respect of the said Premises (except the amounts towards Service Tax, VAT, GST and other taxes) within a period of thirty (30) days after said Premises is sold and all amounts including consideration amount in respect thereof is received by the Promoter, with simple interest as specified in RERA Rules from the date of cancellation of this Agreement till the date the amounts are repaid;

- (B) The Purchaser/s shall not have any right, title, interest, claim, demand and/or dispute against the Promoter and/or in respect of the said Premises or any part thereof, in any manner whatsoever; and
- (C) The Promoter shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the said Premises in such manner, as the Promoter may deem fit.
28. The Purchaser/s hereby agree/s and confirm/s that the Promoter shall not be responsible for the refund of any of the applicable taxes including Service Tax, VAT, GST or any other tax, levy, statutory charges paid by the Purchaser/s to the Promoter and/or collected by the Promoter from the Purchaser/s.
29. The Purchaser/s shall not sell, transfer, assign, assure, lease, mortgage, create charges or encumbrances and/or otherwise deal with and dispose of the said Premises or any of their rights and/or benefits, without the Promoter's prior written consent and approval.
30. Subject to Clause __ hereinabove and / or subject to circumstances beyond the Promoter's reasonable control, if the Promoter fails to hand over the said Premises to the Purchaser/s on the Possession Date or on the extended date/s and only if the Purchaser/s have paid all the amounts payable by him/her/them hereunder (including interest, if any) and performed all his/her/their obligations, and only if the Purchaser does not intend to cancel this Agreement / withdraw from the Project, simple interest as specified in the RERA Rules, on all the amounts paid by the Purchaser to the Promoter towards Sale Price for every month of delay from the Possession Date till the handing over of the possession of the said Premises.
31. The Purchaser/s shall make payment of the instalments mentioned hereinabove along with all the other amounts including amounts mentioned as mentioned in Clauses __ and __ below. The Promoter shall offer in writing the possession of the said Premises to Purchaser after obtaining the occupation certificate from the concerned authority and on all the payment made by the Purchaser/s. The Purchaser/s shall occupy the said Premises within fifteen (15) days of the Promoter giving written notice to the Purchaser/s intimating that the said Premises is ready for use. In the event the Purchaser/s fail/s and / or neglect/s to take possession within the specified period, it shall be deemed that the Purchaser/s has/have taken possession from the date of the said writing and that date shall be deemed to be the "**Date of Possession**" and all obligations of the Purchaser/s related to take possession of the said Premises shall be deemed to be effective from the said Date of Possession.
32. Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the said Premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Property or part thereof (as the case may be) and the New Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property or part thereof and the New Building. Until the said Purchaser/s is/are admitted as members of the concerned organisation, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter, at its sole discretion.
33. The Purchaser/s shall use the said Premises only for _____ purpose and not for any other purpose or activity. The Purchaser/s shall use the Parking Spaces, if allotted, only for the purpose of keeping or parking of the Purchaser's own vehicle.
34. In addition to the said Sale Price of Rs. _____/- (Rupees _____ only), the Purchaser/s shall pay to the Promoter the following non-refundable amounts on the date on which possession of the said Premises is offered. The Promoter shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned herein below. Further, the Promoter is entitled to retain and appropriate the same to its own

account and shall not be liable, responsible and / or required to or handover the same to the concerned organisation:

Sr. No.	Charges	Amount (Rs.)
1	Legal charges and expenses.	
2	Non-refundable charges towards installation of cable, electric meter, MGL, water connection etc.	
3	Non-refundable Infrastructure & Development charges on lumpsum	
	Total –	
	Note : GST and other Taxes as applicable from time to time.	

35. In addition to the aforesaid amounts, the Purchaser/s shall pay to the Promoter the following amounts on the date on which possession of the said Premises is offered. The Promoter shall maintain account in respect of said amounts and shall provide the same to the concerned organisation in respect of the said amounts:

Sr. No.	Charges	Amount (Rs.)
1	Share money, application, entrance fee of the concerned organisation.	
2	Being 1 year deposit towards share of maintenance and other charges @ _____ /- unit per month.	
3	Non-refundable towards corpus fund of the concerned organisation	
	Total –	
	Note : GST and other Taxes as applicable from time to time.	

36. It is hereby clarified that the aforesaid amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the said Premises and the Purchaser/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges does not include GST and/or other applicable taxes and the Purchaser/s agree to pay the applicable taxes. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser/s agrees to pay to the Promoter, such other charges or such other amounts under such heads or increase in any of the amounts as the Promoter may indicate without any demur.
37. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned hereinabove, then the Purchaser/s shall forthwith on demand pay to and/or deposit the additional amounts with the Promoter. The said amount shall not carry any interest.
38. (A) The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the said Premises and other premises may hereinafter come, hereby covenant/s with the Promoter as follows:
- (i) Not to do or suffer to be done anything in or to the New Building, said Premises, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the New Building or to the said Premises itself or any part thereof and to maintain the said Premises at the Purchaser's own cost in good repair and condition from the date on which the Purchaser/s is permitted to use the said Premises. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.

- (ii) Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the New Building or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the New Building and in case any damage is caused to the New Building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.
- (iii) Not to change the user of the said Premises and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Premises and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- (iv) Not to demolish or cause to be demolished the said Premises or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Premises or any part thereof and keep the portion, sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the New Building.
- (v) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the New Building and not cover/enclose the planters and service ducts or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises without the prior written permission of the Promoter, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the New Building or do any act to affect the FSI, development potential, etc. of the Larger Property.
- (vi) Not to affix any fixtures or grills on the exterior of the New Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Premises. The standard design for the same shall be obtained by the Purchaser/s from the Promoter and the Purchaser/s undertake/s to not fix any grill having a design other than the standard design approved by the Promoter. In the event the Purchaser/s fails to rectify the default of his/her/their obligation within seven (7) days from committing this default to the satisfaction of the Promoter at his/her/their own cost, then the Promoter, without prejudice to all its rights through its agents, shall have a right (but shall not be obliged) to enter upon the said Premises and dismantle at the Purchaser's cost, such fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this sub-clause or any other provision of this Agreement.
- (vii) Not to do or permit to be done any act or thing which may render void or bindable any insurance of the said Property and the New Building and the Larger Property and the other buildings or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- (viii) Not to delay / default in payment of the amounts to be paid to the Promoter in addition to the amounts collected in Clauses __ and __ above and pay within fifteen (15) days of demand by the Promoter, their share of security deposit demanded by any concerned local authority or government, MHADA, MCGM, other authorities, etc. for giving water, gas connection

or any electric supply company for giving electricity or any other service connection to the New Building.

- (ix) Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.
- (x) Not to transfer or assign the Purchaser's right, interest or benefit under this Agreement and / or let, sublet, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Premises without the prior written consent of the Promoter. Such consent, if granted, shall be subject to the terms and conditions imposed and stipulated by the Promoter herein.
- (xi) Not violate and shall abide by all rules and regulations framed by the Promoter/ its designated Project Manager or by the concerned organization or the Apex Body, for the purpose of maintenance and up-keep of the said New Building and in connection with any interior / civil works that the Purchaser/s may carry out in the said Premises.
- (xii) Not violate and shall observe and perform all the rules and regulations which the Organisation of Residential Premises or Organisation of Commercial Premises or the Apex Body may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the New Building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the concerned organization and the Apex Body regarding the occupation and use of the said Premises in the New Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (xiii) Not do or permit or suffer to be done anything in or upon the said Premises or any part of the New Building which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the New Building and the Purchaser/s shall not hold the Promoter so liable;
- (xiv) Not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Premises or in or on the common stairways, refuge areas, corridors and passageways in and of the New Building.
- (xv) Not in any manner enclose any area to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and keep the same unenclosed at all time. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to

recover costs incurred for such demolition and reinstatement of the said Premises to its original state.

- (xvi) Not to permit any person in the employment of the Purchaser/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the common area of the New Building such as passage, lobby, staircase and / or any part of the said Property and/or Larger Property.
 - (xvii) Not to claim rights and interest on any common areas, amenities, facilities, etc., inter alia the common areas, amenities, and/or facilities as mentioned in the Fourth Schedule and the Fifth Schedule written hereunder
- (B) In addition to the aforesaid conditions, the Purchaser/s further binds himself/herself/themselves in respect of the said Premises and covenants as under:
- (i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the Larger Property and the New Building.
 - (ii) Not at any time cause or permit any public or private nuisance or to use the loudspeaker, etc., in or upon the said Premises, New Building or the said Property or Larger Property any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter.
 - (iii) Not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or the New Building nor litter or permit any littering in the common areas in or around the said Premises and/or the New Building and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or the New Building to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.
 - (iv) Not do either by himself/itself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the New Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the New Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the New Building.
 - (v) Not display at any place in the New Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the New Building or common area therein or in any other place or on the window, doors and corridors of the New Building.
 - (vi) Not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the New Building or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Purchaser/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter;

- (vii) Not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter;
 - (viii) cause the Organisation of Residential Premises and Organisation of Commercial Premises to paint the New Building at least once in every five years maintaining the original colour scheme even after the agreement is (5) executed in favour of the concerned organisation.
39. If within a period of five (5) years from the date of handing over the said Premises to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said Premises or any defects in the workmanship of the said Premises, quality of the material used in the said Premises or provision of service in the said Premises, and provided such defect is not attributable to normal wear and tear and misuse and/ or any act of commission or omission on the part of the Purchaser or the purchasers/ occupants of the adjoining flats including but not limited to unauthorised changes/ repairs, non-maintenance of fittings and fixtures, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA.
40. The Purchaser/s shall, with prior twenty four (24) hours intimation, permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and conditions thereof and/ or for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the New Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the New Building in respect whereof, the Purchaser/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.
41. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Property or of the Larger Property or of the New Building or any other buildings to be constructed on the Larger Property or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him, and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter.
42. It is expressly agreed that the Promoter shall have a perpetual right and be entitled to put a hoarding on the said Property and/or Larger Property or any parts of the New Building and/or other buildings including on the terrace and/or on the parapet wall and/or on the said Property and/or Larger Property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, and the Organisation of Residential Premises and/or the Organisation of Commercial Premises and/or the Apex Body shall bear the electricity charged for the same in perpetuity. The Promoter is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the New Building and/or on Rudraksh Towers – Wing A Project or on the said Property and/or the Larger Property, as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the New Building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment, etc. The Purchaser/s agrees not to object or dispute the same. It is further expressly agreed that the Promoter shall have a perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter.

43. As stated herein, the Purchaser/s shall not, without the prior written consent of the Promoter, sell, give on license/ lease, transfer, mortgage, create charge etc. or otherwise deal with or dispose of the said Premises or any part thereof.
44. The Purchaser/s hereby grant/s his/her/their irrevocable consent to the Promoter mortgaging the said Property, the Larger Property, the New Building, Rudraksh Towers – Wing A Project, etc. save and except the said Premises, being constructed thereon, to enable the Promoter to augment the funds for the development of the Larger Property.
45. The Purchaser/s hereby expressly agrees and covenants with the Promoter that in the event of the Balance Building/ Rudraksh Towers Wing B on the said Larger Property being not ready for use and in the event of the Promoter offering occupation of the said Premises to the Purchaser/s then and in that event the Purchaser/s shall not have any objection to the Promoter completing the construction of the balance building (Rudraksh Towers Wing B) on the Larger Property without any interference or objection. The Purchaser/s further confirm/s that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings (Rudraksh Towers Wing B) or additional construction or part or parts thereof by the Promoter on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or building or buildings on the said Property and/or Larger Property as they may desire in their absolute discretion and in accordance with applicable laws and approvals, without any interference or objection or dispute by the Purchaser/s.
46. The Promoter shall complete the Project by _____ (the “**Project Completion Date**”) provided always that the Promoter shall be entitled to further extension of time for completion of the Project, if the completion of the said Project is delayed on account of circumstances mentioned in Clause ___ and other circumstances beyond reasonable control of the Promoter.
47. Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter) and notwithstanding the Promoter giving any no objection/permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages/charges/lien of or on the said Premises, the Promoter shall have first and exclusive charge on the said Premises and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to the Promoter under this Agreement or otherwise.
48. The Purchaser/s hereby nominates _____ having his/her/their address _____ at _____ who _____ is _____ of the Purchaser/s as his/her/their nominee in respect of the said Premises (the “**said Nominee**”). On the death and/or incapability of Purchaser/s, the said Nominee shall assume all the obligations of the Purchaser/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Purchaser/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Purchaser/s (only if such substitution has/have been intimated to the Promoter in writing) and deal with him or her in all matters pertaining to the said Premises. The heirs and legal representatives of the Purchaser/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Owners/Promoter as may be necessary and required by the Promoter.
49. The Purchaser/s hereby agree/s to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other

liabilities incurred or suffered by the Promoter from or due to any breach by the Purchaser/s of its covenants, representations and warranties under this Agreement or due to any act, omission, on the part of the Purchaser/s in complying/performing his/her/their obligations under this Agreement.

50. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned.
51. A notice shall be deemed to have been served as follows:
(i) if personally delivered, at the time of delivery
(ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.
52. For the purposes of this transaction, the details of the PAN of the Promoter and the Purchaser/s are as follows:
• Promoter PAN _____
• Sole/ First Purchaser PAN _____
• Second Purchaser PAN _____
53. The Parties hereto confirm that this Agreement constitutes the full agreement between the Parties hereto and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.
54. No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.
55. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.
56. All costs, charges, expenses, stamp duty, registration charges, GST, etc. on this Agreement, shall be borne and paid by the Purchaser alone, and the Promoter shall not be liable and/or responsible to bear and/or pay the same or any part thereof.
57. The Purchaser/s hereby declare/s that he/she/they has/have gone through this Agreement and all the documents related to the said Property and the Larger Property and the said Premises and has/have expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has/have entered into this Agreement and further agree/s not to raise any objection in regard to the same.
58. Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

THE FIRST SCHEDULE ABOVE REFERRED TO

Firstly:

(Description of the First Property)

All those pieces or parcels of land admeasuring 7,793.9 square metres or thereabouts, bearing Survey Nos. 62/1/1 and 62/4, corresponding to CTS Nos. 747, 748, 748/1 and 748/2 of Revenue Village Nahur, Taluka Kurla, District Mumbai Suburban, and bounded as follows, that is to say:

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

Secondly:

(Description of the Second Property)

All those pieces and parcels of land admeasuring 1,025.20 square metres, bearing Survey Nos. 62/1/1 and 62/4, corresponding to CTS Nos. 747, 748, 748/1 and 748/2 of Revenue Village Nahur, Taluka Kurla, District Mumbai Suburban, and bounded as follows, that is to say:

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

Thirdly:

(Description of the MCGM Property)

Plot of land admeasuring 944.90 square metres, bearing CTS No. 733B of Village Nahur, Taluka Kurla, Mumbai Suburban District, and bounded as follows, that is to say:

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

Fourthly

(Description of the Larger Property)

Plot of land admeasuring on or about 8738.67 square metres, bearing CTS No. 747, 748, 748/1, 748/2, 733B of Village Nahur, Taluka Kurla, Mumbai Suburban District, and bounded as follows, that is to say:

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

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Premises)

Flat / Commercial Premises bearing No. _____, admeasuring _____ square meters (MOFA carpet area) equivalent to _____ square feet (MOFA carpet area) and _____ square meter (RERA carpet area) equivalent to square feet (RERA carpet area) plus balcony area admeasuring ___ square metres equivalent ___ square feet and utility Area admeasuring ___ square metres equivalent ___ square feet totaling to ___ square meters equivalent to ___ square feet on the _____ floor of the New Building being constructed on the said Property along with right to use _____ Car Parking Space at _____ level basement / podium / stilt / mechanical parking unit car parking unit bearing no. _____ admeasuring _____ sq ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance

Annexure "I"

The facilities / amenities provided in the building and / or provided in the common areas and / or in the layout as per approved plan as the case may be, shall be specifically listed / mentioned in the second schedule at the model form of agreement provided at Annexure “A” under Rule 10 of the Rules in the manner as enumerated hereunder:

Second schedule above Referred to

A.) Description of the common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i	Fitness Centre – Common with Wing B	31.12.2029	31.12.2029	455.91 sq.mt.
ii	Society Office - Common with Wing B	31.12.2029	31.12.2029	19.46 sq.mt.
iii	Podium Landscape - Common with Wing B	31.12.2029	31.12.2029	1340.00 sq.mt.

B.) Facilities/amenities provided/to be provided within the building including in the common area of the building:

	Type of facilities / amenities provided	Phase name / number	Proposed Date of Occupancy Certificate	Proposed date of handling over to the Society / common organization	Size/are of the facilities / amenities (As per approved Plan)	FSI Utilized or free of FSI
i	Entrance Lobby (Gr. & 6 th Podium floor)		31.12.2029	31.12.2029	255.00 sq.mt.	Free of FSI.
ii	Staircase Lift & Lobby Area (Residential)		31.12.2029	31.12.2029	4488.10 sq.mt.	Free of FSI.
iii	Staircase Lift & Lobby Area (Commercial)		31.12.2029	31.12.2029	242.73 sq.mt.	Free of FSI.

C.) Facilities / amenities provided/to be provided within the Layout and /or common area of the Layout:

	Type of facilities / amenities provided	Phase name / number	Proposed Date of Occupancy Certificate	Proposed date of handling over to the Society / common organization	Size/are of the facilities / amenities	FSI Utilized or free of FSI
i	L.O.S/R.G.		31.12.2029	31.12.2029	1575.52 sq.mt.	Free of FSI

D.) The size and the location of the facilities / amenities in the form of open spaces (RG/PG etc.) provided / to be provided within the plot and / or within the layout.

	Type of open spaces (RG/PG) to be provided	Phase name / number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i	L.O.S/R.G.		1575.52 sq.mt.	31.12.2029	

E.) Details and specifications of the lifts:

	Type Lift (passenger/service/stretchers/goods/fire evacuation/any other)	Total no of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i	Fire Evacuation	01	6nos.	1.75
ii	Stretcher	01	13 nos.	1.75
iii	Passenger/Stretchers	01	13 nos.	1.75
iv	Passenger	01	8 nos.	1.75
v	Passenger	01	13 nos.	1.75
vi	Passenger (for Commercial area)	02	8 nos.	1.00

Note:

At "A": to provide the details of the common areas provided for the project.

At "B": to provide the details of the facilities/amenities provided within the building and in the common area of the building.

At "C": to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.

At "D": to provide the details of the facilities/amenities provided in form of open spaces (RG / PG etc. provided / to be provided within the plot and / or within the layout.

At "E": to provide the details and specifications of the lifts.

THE THIRD SCHEDULE ABOVE REFERRED TO
*(Description of the common areas and facilities)**

- i. Lifts and staircases of the building including main landing as applicable to different premises, for the purpose of ingress and egress but not for the purpose of storing or for recreation.
- ii. The landing is limited for the use of the purchasers of the flat located on that particular floor and for visitors thereto but is subject to means of access for reaching the other floors, available to all purchasers and visitors
- iii. Electric meter/s and water meter/s connected to common lights, water connection, pump, etc.,
- iv. Over-head water tank.
- v. Meter rooms at ground floor level.
- vi. Under ground water tank at basement/ground level.
- vii. Fire fighting tank at basement/ground/terrace level

- viii. Septic tank, drainage, storm water drain, electrical poles, security cabin.
- ix. Common servant toilets.
- x. Terrace at top floor level.
- xi. Gymnasium
- xii. Society office.

THE FOURTH SCHEDULE ABOVE REFERRED TO
*(Description of Amenities in the New Building)**

THE FIFTH SCHEDULE ABOVE REFERRED TO
*(Description of Amenities in the said Premises)**

SIGNED AND DELIVERED)
 by the withinnamed “**Promoter**”)
AVS Housing & Construction LLP)
 through its Partner)
 _____)
 in the presence of...)
 1.)
 2.)

SIGNED AND DELIVERED)
 by the withinnamed “**Confirming Party**”)
Mahesh Developers)
 through its Partner)
 _____)
 in the presence of...)
 1.)
 2.)

SIGNED AND DELIVERED)
 by the withinnamed “**Purchaser**”)
 _____)
 in the presence of...)
 1.)
 2.)



