

Annexure 'A'
Model Form of Agreement to be entered into between Promoter and Allottee(s)
(See rule 10(1))

EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void *ab-initio*.

Model Form of Agreement

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered at Panvel, on this ____ day of _____, 2024 between **M/S. SHREE SAI INFRA, (PAN NO. AFBFS3094L)** a Partnership firm duly registered under the provisions of the Indian Partnership Act, 1932, through its Partners 1) SHRI. MOHAN KUMAR JHA, 2) SHRI. BHARAT RAMJI KHER, 3) SHRI. RAJESH KUMAR BERIA, &, 4) SHRI. HIRJI MANJI BARVADIYA, having its registered office at: Shop No. 2, Emerald, Plot No. C-1D, Sector - 8, Ulwe, Panvel, Tal. Panvel, Dist. Raigad - 410206, hereinafter referred to as the "**PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partner or partners for the time being of the said firm, the survivors or survivor and the heirs, executors, administrators and assigns of the last survivors) of the **ONE PART**;

AND

1) MR. _____ Age ____ years having PAN NO. _____ & 2) MRS. _____ Age ____ years having PAN NO. _____ Both adults, Indian inhabitants, residing at _____ hereinafter called "**THE ALLOTTEE/S**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, his/her/their heirs, executors, administrators and assigns) of the **OTHER PART**;

Promoters and Allottee/s shall hereinafter collectively be referred to as the "Parties" and individually as "Party".

WHEREAS According to 7/12 extracts **Promoters** were the owners of the said land bearing Survey Number 105/1/2/A/1 situated at Village Pisarve, Taluka Panvel, and District Raigad. The copy of the 7/12 extract is annexed herewith & marked as "**Annexure A-1**" and more particularly described in the First Schedule hereunder written.

AND WHEREAS **Sale Deed dated 07th November, 2023**, executed between SHRI. SOMWAR MAYA MAHADE as the Vendor of the One Part AND M/S. SHREE SAI INFRA, a Partnership

PROMOTERS

ALLOTTEES

Firm through its Partners 1) SHRI. MOHAN KUMAR JHA, 2) SHRI. BHARAT RAMJI KHER, 3) SHRI. RAJESH KUMAR BERIA, &, 4) SHRI. HIRJI MANJI BARVADIYA as the Purchasers of the Other Part in respect of the Land bearing Survey/Hissa no. 105/1/2/A/1 admeasuring about area of 0-36-0 He-Aar-Po, Po. Kha. 0-14-10 He-Aar-Po, total area of 0-50-10 He-Aar-Po. The said Deed is duly stamped & registered with the Sub Registrar of Assurances at Panvel-4 under Registration Document Serial No. PVL-4-15719-2023 dated 07/11/2023. The copy of the Index-II regarding the Sale Deed is annexed herewith & marked as **"Annexure A-2"**.

And whereas by virtue of the aforesaid Sale Deed dated 07th November, 2023, M/S. SHREE SAI INFRA, a Partnership Firm is absolutely seized and possessed of and well and sufficiently entitled to the land bearing Survey Number 105/1/2/A/1 totally admeasuring about 5010 Sq. Mtrs. situated at Village Pesarve, Taluka Panvel, District Raigad (hereinafter referred to as "the said Land/Property");

And whereas the aforesaid **Sale Deed** is with the benefit and right to construct any new building permitted by the concerned local authority;

And whereas the Promoters are entitled and enjoined upon to construct the residential cum commercial buildings on the project land in accordance with the recitals above and as per the plans, designs and specifications for constructing the buildings on the said Land sanctioned and the Development Permission cum **Commencement Certificate** bearing reference no. **PMC/TP/Pisarve/105/1/2/A/1/21-24/16910/2958/2024** dated **06th September, 2024** granted by Deputy Director of Town Planning Panvel Municipal Corporation (PMC), in respect of Survey no. 105/1/2/A/1 situated at Village Pesarve, Tal. Panvel, Dist. Raigad. The copy of the **Commencement Certificate** is annexed herewith as **"Annexure-A-3"**;

And whereas the Promoters have proposed to construct on the project land a **Project known as "RUDRA EMPIRE" consisting of Ground + 16 Upper Floors (Proposed 19 Upper Floors) for residential Cum Commercial use**, on 'Ownership Basis' to the prospective buyers;

And whereas the Allottee(s) is/are offered a Flat bearing number _____ admeasuring _____ Sq. Mts. RERA Carpet area on the _____ Floor of (hereinafter referred to as **"the said Flat"**) of the Project known as **"RUDRA EMPIRE"** (hereinafter referred to as **"the said Building"**) being constructed on the said project land by the Promoters;

And whereas the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

And whereas the Promoters have appointed a structural Engineer for the purpose to prepare the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building(s);

And whereas by virtue of the aforesaid Agreements, the Promoters have sole and exclusive right to sell the Flats, and Other Units in the proposed building(s) to be constructed by the Promoters on the project land and to enter into Agreement(s) with the Allottee(s) of the said Flats, and Other Units therein and to receive the sale price in respect thereof;

And whereas on demand from the Allottee(s), the Promoters have given inspection to the Allottee(s) of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made there under.

And whereas the authenticated copy of **Certificate of Title dated _____ issued** by the **ADV. ABHIMANYU H. JADHAV** of the Promoters, showing the nature of the title of the Promoter to the project land on which the Flats are to be constructed have been annexed hereto and marked as "**Annexure-B**".

And whereas the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as "**Annexure-C**";

And whereas the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee(s), as sanctioned and approved by the local authority have been annexed and marked as "**Annexure-D**";

And whereas the Promoters have got the approval from the concerned local authority(s) for the plans, the specifications, elevations, sections and of the said building(s) so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

And whereas while sanctioning the said plans, the concerned local authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed, abide and performed by the Promoters while developing the project land and the said building and upon due observance and performance of which, the completion or occupancy certificate in respect of the said building(s) shall be granted by the concerned local authority;

And whereas the Promoters have accordingly commenced construction of the said building/s in accordance with the said proposed plans;

And whereas The Promoter has entered into a prescribed Agreement with the Architect **AR. SHITAL NEMANE (M/S. SHEETAL ARCHITECTS)** registered with the Council of Architects and also appointed **MR. BHAUSO DESAI (M/S. DESTTECH STRUCTURAL CONSULTANTS)** as Structural Engineers for preparing structural designs and drawings and specifications of the building to be constructed on the said Land and the Purchaser/s accept the professional supervision of the said Architect and the said Structural Engineer till the completion of the building unless otherwise changed;

And whereas the Allottee(s) have applied to the Promoters for allotment of a Flat bearing number _____ on the _____ Floor of the said project known as "**RUDRA EMPIRE**" being constructed on the said Project land;

And whereas the RERA Carpet area of the said Flat is _____ Sq. Mts. and "Carpet Area" means the net usable floor area of Flat, excluding the area covered by the external walls, areas under service shafts, exclusive Sit-Out area of _____ Sq. Mts. appurtenant to the said Flat for exclusive use of the Allottee(s) or verandah area appurtenant to the said Flat for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the said Flat;

And whereas the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereafter;

And whereas prior to the execution of this presents, the Allottee(s) has/have paid to the Promoters a sum of _____ (Rupees _____ Only), being part payment of the sale consideration of the Flat agreed to be sold by the Promoters to the Allottee(s) as advance payment or application fee (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee(s) has/have agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing;

And whereas the Promoters have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority on dated _____ no. _____; the authenticated copy of the certificate is annexed herewith as "**Annexure-E**";

And whereas under Section 13 of the said Act, the Promoters are required to execute a written Agreement for sale of the said Flat with the Allottee(s), being in fact this presents and also to register the said Agreement under the Registration Act, 1908;

And Whereas Copies of following documents are annexed to this Agreement;

1. Copy of 7/12 extract ("**Annexure A-1**")
2. Copy of Index-II regarding the Sale Deed ("**Annexure A-2**")
3. Copy of the Development Permission cum **Commencement Certificate** ("**Annexure A-3**")
4. Copy of Title Certificate given by **ADV. ABHIMANYU H. JADHAV** ("**Annexure B**")
5. Copy of the floor plan ("**Annexure C**")
6. Copy of the Approved Layout plan ("**Annexure D**")
7. Copy of RERA Certificate ("**Annexure E**")

And Whereas In accordance with the terms and conditions alluded to in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee(s) hereby agree(s) to purchase the said Flat and covered parking.

Now therefore this agreement witnessed and it is hereby agreed by and between the parties hereto as follows:

- 1) The Promoter shall construct the building known **building Project known as “RUDRA EMPIRE” consisting of Ground + 16th Upper Floors (Proposed 19 Upper Floors) for residential Cum Commercial use**, on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
- Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Flat/Shop of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- 1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee said **Flat bearing No. _____ admeasuring _____ Sq. Mts. RERA Carpet area on the _____ Floor of the said building project known as “RUDRA EMPIRE”** and more particularly described in the “Second Schedule” hereunder written and as shown in the floor plan thereof hereto annexed and marked as **“Annexure-D”** for the consideration of Rs. _____/- (Rupees _____ Only) the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith (the price of the said Flat/Shop including the proportionate price of the common areas and facilities and parking spaces should be shown separately).
- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Garage/Covered/Mechanical Car parking spaces bearing No. _____ admeasuring about _____ Sq.Ft. having _____ Ft. length x _____ Ft. breadth x _____ Ft. vertical clearance and situated at Basement/Stilt/Podium Level being constructed in the layout for the consideration of Rs. _____/-.
- 1(b) The total aggregate consideration amount for the said Flat is thus Rs. _____/- (Rupees _____ Only).
- 1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____ only) and shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ respectively. Further, The Allottee(s) hereby agree(s) to pay to the Promoters the abovementioned balance amount in the following manner:

PROMOTERS

ALLOTTEES

PAYMENT SCHEDULE

Sr. No.	Details	Percentage
1.	Amount on Booking	10%
2.	Within 30 days from receiving the booking amount	20%
3.	On Completion of Plinth	15%
4.	On Completion of 1 st Slab	03%
5.	On Completion of 2 nd Slab	03%
6.	On Completion of 3 rd Slab	02%
7.	On Completion of 4 th Slab	01%
8.	On Completion of 5 th Slab	01%
9.	On Completion of 6 th Slab	01%
10.	On Completion of 7 th Slab	01%
11.	On Completion of 8 th Slab	01%
12.	On Completion of 9 th Slab	01%
13.	On Completion of 10 th Slab	01%
14.	On Completion of 11 th Slab	01%
15.	On Completion of 12 th Slab	01%
16.	On Completion of 13 th Slab	01%
17.	On Completion of 14 th Slab	01%
18.	On Completion of 15 th Slab	02%
19.	On Completion of 16 th Slab	02%
20.	On Completion of 17 th Slab	02%
21.	On Completion of 18 th Slab (Proposed)	*
22.	On Completion of 19 th Slab (Proposed)	*
23.	On Completion of 20 th Slab (Proposed)	*
24.	On completion of on completion of the walls, internal plaster, floorings doors and windows of the said Flat	05%
25.	On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat	05%
26.	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing	05%
27.	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby's plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale	10%
28.	On Possession	5%

1(d) The Total Purchase Price mentioned above excludes tax (consisting of tax paid or payable by the Promoters by way of Goods and Service Tax (GST) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Flat.

PROMOTERS

ALLOTTEES

- 1(e) The Total Price is escalation-free, save and except escalations/ increases, due to increase in account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies/ Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee(s) for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoters shall enclose the said notification/ order/rule/regulation published /issued related to or in that behalf to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
- 1(f) The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee(s) by discounting such early payments at the rate of ___% (____ Percent) per annum for the period by which the respective instalment has been prepaid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoters.
- 1(g) The Promoters shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of (Three Percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then, Promoters shall refund the excess money paid by Allottee(s) within 45 (Forty-Five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand additional amount from the Allottee(s) as per the next milestone of the Payment Plan.
- 1(h) The Allottee(s) authorize(s) the Promoters to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in its sole discretion deem fit and the Allottee(s) undertake(s) not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.
- 2.1 The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over the possession of the Flat to the Allottee(s), obtain the Occupation and/or Completion Certificates in respect of the said Flat from the concerned local authority.
- 2.2 Time is essence for the Promoters as well as the Allottee(s). The Promoters shall abide by the time schedule for completing the project and handing over the Flat to the Allottee(s) and the common areas to the association of the Allottee(s) after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be.

Similarly, the Allottee(s) shall make timely payments of the instalments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) hereinabove. ("Payment Plan").

- 3.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **11912.24** square meters only and Promoter has planned to utilize basic Floor Space Index sanctioned as per provisions of UDCPR-2020 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index sanctioned as per provisions of UDCPR-2020 proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat/Shop based on the proposed construction and sale of Flats/Shops to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 3.2 The Promoters have obtained the sanction from the Corporation/concerned authority for Residential & Commercial use. The Promoters hereby declare that, they will be intending to use the total Floor Space Index available in respect of the said Land as per provisions of the UDPCR, 2020 rules & regulations. The Promoters have reserved their rights to utilize such permissible FSI for residential or commercial purposes, as they may deem fit and necessary. The Allottee/s shall not be entitled to object for such residential or commercial utilization by the Promoters in any manner whatsoever. The Promoters have represented to the Allottee/s that no part of the said FSI has been used/utilized or will be utilized by the Promoters elsewhere for any purpose whatsoever save/except global FSI of the reserved plots/Land or set back area of the said plot. In case while developing the said plot, if the Promoters utilise the FSI of any other Plot/Land by way of floating F.S.I. then the Promoters shall disclose the particulars of such FSI to the said Co-op Society in which the Allottee/s shall be admitted as the member/s thereof.
- 4.1 If the Promoters fail to abide by the time schedule for completing the project and handing over the Flat to the Allottee(s) the Promoters agree to pay to the Allottee(s) who do/does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee(s) for every month of delay, till the handing over of the possession. The Allottee(s) agree(s) to pay to the Promoters, interest as specified in the Rule i.e. interest as per State Bank Of India's marginal cost of lending rate plus 2% (Two Percent) per annum with monthly interests, on all the delayed payments which become due and payable by the Allottee(s) to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of the promoters to charge interest in terms of Clause No. 4.1 above, on the Allottee(s) committing default in payment on due date of any

amount due and payable by the Allottee(s) to the Promoters under this Agreement (including his/her/ their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Allottee(s) committing 3 (Three) defaults of payment of instalments, the Promoters shall at their own option, may terminate this Agreement:

Provided that, Promoters shall give notice of 15 (Fifteen) days in writing to the Allottee(s) by Registered Post AD at the address provided by the Allottee(s) and mail at the e-mail address provided by the Allottee(s) of his/her/their intention to terminate this Agreement and of the specific breach(s) of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee(s) fail(s) to rectify the breach(s) mentioned by the Promoters within the period of notice then at the end of such notice period, promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee(s) after deducting 10% (Ten Percent) of the total Agreement value of the Premises and the total interest payable due to the delayed payments of the previous instalments till the date of cancellation by the Promoters to the Allottee(s) as agreed liquidated damages within a period of 30 (Thirty) days of the termination, the instalments of sale consideration of the Flat which may, till, then have been paid by the Allottee(s) to the Promoters.

5. The fixture and fittings with regards to flooring and sanitary fittings and amenities to be provided by the Promoters in the Flat and the said building are those that are set out in the **"Third Schedule"** mentioned hereunder.
6. **The Promoters shall give possession of the Flat to the Allottee(s) on or before December 2028.** If the Promoters fail or neglect to give possession of the Flat to the Allottee(s) on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee(s) the amounts already received by them in respect of the Flat with interest at the same rate as may mentioned in the Clause No.-16 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of said Flat on the aforesaid date, if the completion of building in which the Flat to be situated is delayed on account of:-

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7.1 **PROCEDURE FOR TAKING POSSESSION:** The Promoters, upon obtaining the Occupancy Certificate from the competent authority and the payment made by the Allottee(s) as per the agreement shall offer in writing the possession of the Flat to the Allottee(s) in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Promoters shall give possession of the Flat to the

Allottee(s). The Promoters agree and undertake to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottee(s) as the case may be. The Promoters on its behalf shall offer the possession to the Allottee(s) in writing within 7 (Seven) days of receiving the occupancy certificate of the Project.

7.2 The Allottee(s) shall take possession of the Flat within 15 (Fifteen) days of the written notice from the Promoters to the Allottee(s) intimating that the said Flat is ready for use and occupancy.

7.3 **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF THE SAID FLAT:** Upon receiving a written intimation from the Promoters as per Clause No.-20, the Allottee(s) shall take possession of the Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Flat to the Allottee(s). In case the Allottee(s) fail(s) to take possession within the time provided in Clause No.-21 such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of 5 (Five) years from the date of handing over the Flat to the Allottee(s), the Allottee(s) brings to the notice of the Promoters any structural defect(s) in the Flat or the building in which the Flat is present or situated or any defect(s) on account of workmanship, quality or provision of services, then, wherever possible such defect(s) shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defect(s), then the Allottee(s) shall be entitled to receive from the Promoters, compensation for such defect(s) in the manner as provided under the Act. Provided however, that the allottee(s) shall not carry out any alterations of the whatsoever nature in the said flat of wing and in specific the structure of the said unit/wing of the said building which shall include but not limit to columns, beams etc. or in fittings therein, in particular it is hereby agreed that the allottee(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water, if any of such works are carried out without the written consent of the promoters the defect(s) liability automatically shall become void. The word defect(s) here means only the manufacturing and workmanship defect(s) caused on account of wilful neglect on the part of the promoters, and shall not mean defect(s) caused by normal wear and tear and by negligent use of Flat by the occupants, vagaries of nature etc. That it shall be the responsibility of the allottee(s) to maintain his/her/their unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his/her/their Flat are regularly filled with white cement/epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by the Promoters to the allottee(s) ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/wing. And if the annual maintenance

contracts are not done/renewed by the allottee(s) the Promoters shall not be responsible for any defect(s) occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all the equipment's, fixtures sustainable are in proper working condition to continue warranty in both, the flats, and the common project amenities wherever applicable. That the allottee(s) has/have been made aware and that the allottee(s) expressly agree(s) that the regular wear and tear of unit/building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° c, do not amount to structural defect(s) and hence cannot be attributed to either bad workmanships or structural defect(s). It is expressly agreed that before any liability of defect(s) is claimed by or on behalf of the allottee(s), it shall be necessary to appoint an expert who shall be a nominated surveyor and shall then submit a report to state the defect(s) in materials used, in the structure built of the unit/wing and in the workmanship executed, keeping in mind the aforesaid agreed clauses of this agreement.

8. The Allottee(s) shall use the Flat or any part thereof or permit the same to be used only for the purpose of residence thereof for carrying on any business. He/she/they shall use the parking space only for the purpose of keeping or parking his/her/their own vehicle as per rules or reservation for Parking mentioned below:

RESERVATION FOR PARKING:

- (a) Allottee has requested for reservation of one covered / covered stack parking space (the "Parking") to be used to park its vehicle. Accordingly, Promoter hereby reserves one Parking space, part of said Project for use of Allottee. The Parking is subject to the final building plan approved by the corporation/concern authority at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan.
- (b) Allottees shall not be allowed to allot/transfer/let-out said parking to any outsider/visitor i.e., other than the flat Allottee of said Flat / Shop.
- (c) Allottees shall keep the said parking space as shown in the sanctioned plan of said Project and shall not enclose or cover it in any manner.
- (d) The said parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.
- (e) The Society shall finally ratify the reservation of such parking in its first meeting at the time of handover of said Project by the Promoter.

OR

- (a) Allottees have informed the promoter that he/she does not require any parking space in said project. Accordingly, no reservation of parking is made against said Flat/Shop.
- (b) Allottees undertakes, assures and guarantees not to claim any parking space in said project in future, nor raise any objection to use of parking by other Allottees.

9. The Allottee along with other Allottee(s) of Flats/Shops in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.
- 9.1 The Allottees shall jointly constitute a Co-operative Housing Society or a Company or any other legal entity according to the situation. The Allottees shall constitute any such body particularly for the functioning of a single building or Wing whatever exists, not being part of the layout; or in case of layout of more than 1 Building or Wing of 1 Building in the layout, then In such case the Promoter shall compulsorily submit and produce the application in concern for the same before the Registrar for registration of the Co-Operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company before the concerned Tribunal or any other legal entity in that circumstances. The Promoters shall submit the application within a period of three months from the date on which 51 % (Fifty-one percent) of the total number of Allottees in such a Building or Wing, have contracted their respective Flats with the Promoter.
- 9.2 Promoters/Vendor/Lessor/Original Owner shall within a period of three months of obtaining Occupancy Certificate, as aforesaid, transfer the rights, title and interests vested in it apropos of (a) the project land along with the said structure, on which the building with multiple wings or buildings are constructed and (b) the said structure of the Building or wing in which the said Flat/Shop is situated, by executing and registering Conveyance Deed in favour of the Society/Federation/Apex body of the Societies or any Limited Company.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Flat/Shop is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Flat/Shop) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of

outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **Rs.** _____/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a Conveyance Deed of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such Conveyance Deed being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said Flat/Shop premises keep deposited with the Promoter, the following amounts: -
 - (i) Amount of Rs. 700/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body,
 - (ii) Amount as per decided by promoter for formation and registration of the Society or Limited Company/Federation/ Apex body,
 - (iii) Amount as per decided by promoter for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body,
 - (iv) Amount as per decided by promoter for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body,
 - (v) Amount as per decided by promoter For Deposit towards Water, Electric, and other utility and services connection charges & ,
 - (vi) Amount as per decided by promoter for deposits of electrical receiving and Sub Station provided in Layout.
11. The Allottee(s) shall pay to the Promoters a sum of Amount as per decided by the Promoters for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoters in connection with formation of the said society, association or limited company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Conveyance Deed.
12. At the time of registration of Conveyance Deed of the structure of the building or wing of the building, the Allottee(s) shall pay to the Promoters, his/her/their share of stamp duty and registration charges, Concern Authorities Transfer & Development Charges payable, by the said Society, association or Limited Company on such Conveyance Deed or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of Conveyance Deed of the project land, the Allottee(s) shall pay to the Promoters, his/her/their share of stamp duty and registration charges payable, by the said Society, association or Limited company on such Conveyance Deed or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Society, association or limited company.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:** The Promoters hereby represent and warrant to the Allottee(s) as follows:
- a) The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
 - b) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - c) There are no encumbrances upon the project land or the Project;
 - d) There are no litigations pending before any Court of law with respect to the project land or Project;
 - e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and the said building/wing of the said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and the said building/wing of the said building shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing of the building and common areas;
 - f) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right(s), title and interest(s) of the Allottee(s) created herein, may prejudicially be affected;
 - g) The Promoters have not entered into any Agreement for Sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee(s) under this Agreement;
 - h) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Flat to the Allottee(s) in the manner contemplated in this Agreement;
 - i) At the time of execution of the Conveyance Deed of the structure to the association of Allottee(s) the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - j) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project.
14. The Allottee(s) for himself/herself/themselves with intention to bind himself/herself/themselves and all persons into whomsoever's hand the said Flat may come, doth hereby covenant(s) with the Promoters(s) as follows:
- a) To maintain the Flat in good and tenantable repair and condition at the Allottee(s)' own cost from the date of possession of the Flat is taken and any damage shall not be done in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make any addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of such goods which are objectionable by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach.
- c) To carry out at his/her/their own cost of all internal repairs of the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Allottee(s) and no damage shall be done in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee(s) committing any act in contravention of the above provision, he/she/they shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to demolish the Flat or any part thereof, nor at any time make or cause to make any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members

in the Flat without the prior written permission of the Promoters and/or the Society, association or the Limited Company.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- g) Pay to the Promoters within 15 (Fifteen) days of demand by the Promoters, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- h) To bear and pay whatever the increase is in the local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee(s) for any purposes other than the purpose for which it is sold.
- i) The Allottee(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by her/him/them to the Promoters under this Agreement are fully paid up.
- j) The Allottee(s) shall observe and perform all the rules and regulations which the Society, association or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Society, association or Limited Company regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k) Till a conveyance of the structure of the building in which Flat is situated is executed in favour of the society, association or limited company, the Allottee(s) shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- l) Till a Conveyance Deed of the project land on which the building in which the said Flat situated is executed in favour of Apex Body/ Federation /Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and

others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

- m) Not to change the position of the sliding windows provided by the Promoters in the Flat by the Flat Allottee(s) and not to change the shape and size of the door frames and French doors and sliding windows section and elevation thereof in the said Flat of the said building.
 - n) Not to do or permit to be done any act or things which may render void or violable any insurance of the said flat/property and/or the said building or any part thereof or whereby any increased premium become payable in respect of such insurances.
15. The Promoters shall maintain separate account in respect of the sums received by the Promoters from the Allottee(s) as advances or deposits, sums received on account of the share capital for the promotion of the co-operative society, association or limited company or any other legal body formed or towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have been received.
16. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise and/or assignment in law of the said Flat or the said building or any part thereof. The Allottee(s) shall have no claim to save and except in respect of the said Flat hereby agreed to be sold to him/her/their and all open spaces, parking spaces, lobbies, staircases, terraces, recreational spaces will remain the property of the Promoters until the said structure of the building is transferred to the society, association or limited company or other legal body as hereinbefore mentioned.
17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said Flat/Shop/Plot/Land and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Flat/Shop /Plot/Land.
18. **BINDING EFFECT:** Forwarding this Agreement to the Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee(s) until, firstly, the Allottee(s) sign(s) and deliver(s) this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee(s) and secondly, appear(s) for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fail(s) to execute and deliver to the Promoters this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by

the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT:** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes, any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/building, as the case may be.
20. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.
22. **SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
23. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Allottee(s) has/ have to make any payment, in common with other Allottees in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flat in the Project.
24. **FURTHER ASSURANCES:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
25. **PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee(s), in Panvel after the Agreement is duly executed by the Allottee(s) and the Promoters or simultaneously with the execution the said Agreement shall be

registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Panvel.

26. The Allottee(s) and/or Promoters shall present this Agreement as well as the Conveyance Deed at the proper office of registration within the time limit prescribed in the Registration Act and the Promoters will attend such office and admit execution thereof.
27. All notices to be served on the Allottee(s) and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoters by Registered Post A.D and notified Email ID at their respective addresses specified below:

ALLOTTEE(S):

Notified Email ID -

PROMOTERS:

M/S. SHREE SAI INFRA,

Registered office at: Shop No. 2, Emerald, Plot No. C-1D, Sector – 8, Ulwe, Panvel, Tal. Panvel, Dist. Raigad - 410206.

Notified Email ID – shreesaiinfra105@gmail.com
Contact No: 8082222666

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

28. **THE JOINT ALLOTTEES:** That in case there are Joint Allottees, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
29. **STAMP DUTY & REGISTRATION FEES:** The charges towards stamp duty and Registration of this Agreement for sale shall be borne and paid by the Allottee(s) only.
30. **DISPUTE RESOLUTION:** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA

Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

31. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Panvel/Raigad will have the jurisdiction for this Agreement.

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THE FIRST SCHEDULE ABOVE REFERRED TO

Description of the Land/the Said Property

ALL THAT piece or parcel of land known as **SURVEY NO. 105/1/2/A/1** totally admeasuring about 5010 Sq. Mtrs. situated at **VILLAGE: PISARVE, TAL. PANVEL, DIST. RAIGAD**, or thereabouts (TALUKA AND REGISTRATION SUB-DISTRICT PANVEL, DISTRICT AND REGISTRATION DISTRICT RAIGAD).

The Land bearing 105/1/2/A/1 is bounded as follows:

On or towards the North by : Survey No. 99
On or towards the South by : **Taloja Gavchi Shiv/Metro Shed**
On or towards the East by : **Pisarve Gavcha Pakka Rasta**
On or towards the West by : Survey No. 105/1/2/A/2

THE SECOND SCHEDULE ABOVE REFERRED TO

Description of the Flat

ALL THAT PREMISES, being **FLAT NO.** ___ admeasuring about _____ Sq. Mtrs. of RERA Carpet area, on the _____ **FLOOR**, in the project named as "**RUDRA EMPIRE**", being constructed on the Land of land referred to in the **SECOND SCHEDULE** above written, together with the amenities and all common facilities as provided therein and/or appurtenances thereto, as shown in the **FLOOR PLAN** thereof hereto annexed. (All the areas mentioned herein are indicative and are approximate areas and that the ALLOTTEE/S herein has/have agreed to buy the said FLAT as a whole and not on the basis of the said indicative area)

THE THIRD SCHEDULE ABOVE REFERRED TO

(AMINITIES & SPECIFICATIONS)

1. Vitrified tile flooring of reputed make.
2. Granite kitchen platform.
3. Elegantly designed bathrooms.
4. Powder coated aluminum sliding windows.
5. Designer Entrance lobby.
6. Branded emulsion paint on all walls.
7. Branded fittings on all doors.
8. Branded CP fittings.

Housiey.com

hereinabove named have set their respective hands and signed this Agreement for sale at Panvel/Navi Mumbai in the presence of attesting witness, signing as such on the day first above written.

SIGNED SEALED AND DELIVERED by the

Within named "**PROMOTERS**"

M/S. SHREE SAI INFRA

Through its authorized Partner

MR. _____

IN THE PRESENCE OF

1) _____

2) _____

SIGNED AND DELIVERED BY THE

WITHIN NAMED "ALLOTTEE/S"

1) **MR.** _____

(PAN. _____)

2) **MRS.** _____

(PAN. _____)

IN THE PRESENCE OF

ALLOTTEE/S

1) _____

2) _____

PROMOTERS

ALLOTTEES

RECEIPT

RECEIVED the sum of **Rs.** _____ /- (**Rupees** _____ **Only**), paid by the Allottees/Purchasers to the Promoters by way of Chq. No. NEFT/RTGS towards the token amount for the sale, transfer of the FLAT bearing No. _____ admeasuring about _____ Sq. Mtrs. of **Carpet area** on the _____ of the said building known as **“RUDRA EMPIRE”** being constructed on land bearing Survey Number **105/1/2/A/1**, situated at Village Pisarve, Taluka Panvel, and District Raigad.

Sr. No.	Date	Cheque No. /RTGS /NEFT	Bank, Branch	Amount
1.				
2.				
3.				
4.				
			Total	Rs. _____/-

WE SAY RECEIVED,

Rs. _____

Housiey.com

M/S. SHREE SAI INFRA

Through its Partner

MR. _____

WITNESS:

1) _____

2) _____

ANNEXURE '1'

THE THIRD 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.				
ii.				
iii.				
iv.				
v.				
vi.				
vii.				

B) Facilities/amenities 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 handing over to the Society/common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i.						
ii.						
iii.						
iv.						
v.						
vi.						
vii.						
viii.						
ix.						

P.T.O...

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 handing over to the Society/ common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i.						
ii.						
iii.						

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.	NA	NA	NA	NA	NA
ii.	NA	NA	NA	NA	NA
iii.	NA	NA	NA	NA	NA

E) Details and specifications of the lifts:

	Type Lift (Passenger/service/stretcher/goods/fire evacuation/any other)	Total no. of lifts provided	Number of passenger or carrying capacity in weight (Kg)	Speed (Mts./sec)
i.				
ii.				