

## **AGREEMENT FOR SALE**

This **Agreement for Sale** made at Mumbai this \_\_\_\_\_ day of **December** in the Christian Calendar Year, Two Thousand and **Twenty Four**;

**Between**

**MR. SHASHIKANT GORDHANDAS BADANI**, (PAN No. \_ \_ \_ \_ \_ )  
(Proprietor of SB Builder & Developer) an Adult Indian Inhabitant having address at 2<sup>nd</sup> Floor, 202, Classic Corner, Hill Road, Bandra (West), Mumbai – 400 050, 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 Proprietor, for the time being of the Firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and their/his/her assigns) of the **ONE PART**

**AND**

\_\_\_\_\_ an Adult, Indian Inhabitant/s having his/her/their address at \_\_\_\_\_. herein after referred to as the "**ALLOTTEE/S / PURCHASER** "(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and incase of a partnership firm, the partners or partner for the time being of the said firm, its partners for the time being of the said firm and his/her/their/its heirs, executors, administrators and permitted assigns and the survivor or survivors and their heirs, executors, administrators of the last survivor of such partners and incase of the limited company its successors and permitted assigns and in case of a Joint Hindu Family, the Karta and the members or member for the time being of the said Joint Hindu Family and their respective heirs/executors, administrators and permitted assigns and incase of Trust, its trustees for the time being and permitted assigns) of the **SECONDPART**.

**WHEREAS:**

- A. By virtue of the Conveyance Indenture dated 21.10.1971 for the Survey No.83/C, Plot No.B/2, CTS No. 281/A/2 of Village: Bhandup, Taluka: Kurla, Dist: Mumbai Suburb, admeasuring 2797.2 square meters situated

at Off. LBS Marg, Gurudwara Dashmesh Road, Bhandup (West), Mumbai 400 078. (Hereafter to be referred to as “said plot”).

- B. By Registered Conveyance Deed dated 21.10.1971 executed between Mr. Ahmadalli Mohammadhussein Pittawala as the Vendor of the First Part and Mrs. Manjula Shashikant Badani and Mr. Shashikant Gordhandas Badani as the Purchasers of the Other Parts for a full consideration of Rs. 48,930/- (Rupees Forty Eight Thousand Nine Hundred and Thirty Only). The said plot was sub divided land plot no. B/2, Survey No.83/C and CTS No.281/A/2 having area admeasuring about 2797.20 square meters on 26.10.1971, vide registered under No. 4664/71 on book No.01 on 12.11.1971. which was corrected in the Property Card the area of the said plot as 2792.20 square meters instead of 2728.1 square meters after correction of mathematical mistake., pursuant to the Plans the FSI and benefits arising out of the said land is on 2728 square meters.
- C. Mrs. Manjula Shashikant Badani expired on 18.11.2007 after the demise the name of Mr. Shashikant Gordhandas Badani was incorporated in the in the Property Card bearing CTS No.281/A/2 dated 06.01.2009.
- D. Pursuant to mutation entry in the Property Card issued by the Office of City Survey – Mulund dated 01.03.2023 having Mutation Entry No. 531 dated 06.01.2023. having Promoter name in the Property Card.
- E. The Promoter has appointed an Architect / LS Shri Sanjay Bhailal Shah, who is registered with the ‘Council of Architects’, under mutually agreed terms and conditions incorporating applicable terms as mentioned in standard Agreement prescribed by the Council of Architects and further, the Promoter has appointed a Structural Engineer Mr. Hiren Tanna for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer, till the completion of the said Redevelopment Project.
- F. The Promoter has procured Intimation of Disapproval (IOD) from M.C.G.M bearing P-16511/2023/(281A/2)/S Ward/BHANDUP-W/IOD/1/New dated 17.01.2024. Hereto marked as “**Annexture A**”.

- G. The Promoter has procured Commencement Certificate from M.C.G.M bearing No P-16511/2023/(281A/2)/S Ward/BHANDUP-W/CC/1/New issued on 1.10.2024, Hereto marked as “**Annexure B**”.
- H. The Said Project is registered with the Maharashtra Real Estate Regulatory Authority (MahaRERA), under the Real Estate (Regulation & Development) Act, 2016 and the rules made thereunder under Registration No. \_\_\_\_\_ . is annexed hereto and marked **Annexure “C”**;
- I. The Promoter has retained the absolute and exclusive ownership rights in respect of the residential flats / shops/ commercial premises / commercial units and other premises in the Said Complex and have yet to sell and allot all of such the residential flats / shops/ commercial premises / commercial units / premises.
- J. The Promoter has the absolute and exclusive ownership rights in respect of the said plot.
- K. The Purchaser(s) has/have approached, and applied to, the Promoter for the allotment of the Said the residential units with the right to use of the common amenities attached to the Said the residential flat; and right to membership of the Society.
- L. In this regard, the Purchaser(s) has/have demanded from the Promoter, and the Promoter has given to the Purchaser(s), inspection of the certificates of title, property register cards, the documents and records relating to the Said Land, said Society, the Said proposed Building as well as all plans, approvals and other documents as specified under RERA, as required to be disclosed. The Purchaser(s) has/have satisfied himself/ herself/ themselves/ itself in respect thereof, including the title of the Society to the Said Land, and the Said proposed Complex and the right of the Promoter to develop the Said Land and the status thereof.
- M. Based upon the agreements, confirmations and undertakings of and applicable to the Purchaser(s) herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the said residential flats to the

Purchaser(s), strictly upon and subject to the terms, conditions and provisions hereof.

N. Under the provisions of RERA, the Parties are required to execute an agreement for sale, being this Agreement, and to register the same under the provisions of the Registration Act, 1908.

**It Is Hereby Agreed, By And Between The Parties Hereto As Follows:-**

1. Subject to and upon the terms, conditions and provisions contained in this Agreement, including payment by the Purchaser(s) of the Aggregate Payments (as defined in Clause 23 of this Agreement).
2. The Promoter agrees to sell to the Purchaser(s), and the Purchaser(s) agrees to purchase and acquire from the Promoter, the Said residential flats bearing number \_\_\_ on the \_\_\_ floor in of the Building more particularly described in the firstly in the Second Schedule hereunder. The Said Flat is shown on the typical floor plan annexed hereto and marked as Annexure “\_\_\_”;
3. The Promoter has installed/provided in the Said Flat with fixtures and fittings. The Promoter has provided the Said Limited Common Areas and Amenities and the Said Common Areas and Amenities as availability of space and approved by MCGM.
4.
  - a. The Purchaser(s) hereby agrees to pay to the Promoter, the sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** as a lump sum consideration/purchase price for purchasing and acquiring the Said residential flats and the Said Shares (hereinafter referred to as the **“Said Consideration”**). The Purchaser/s shall deduct tax at source("TDS") from the Purchase Price as may be required by the extant provisions of law, the Purchaser/s shall pay the tax deducted to the government and shall forth with deliver to the Promoter the relevant TDS certificate relating to each payment as per the provisions of the Income Tax Act,1961 as amended up to date. The

Purchaser/s shall be come entitled to credit for the TDS thus deducted only upon submission of the certificate thereof as set out hereinabove. Except the Purchase price all other Incidental charges will paid by the purchaser as per actuals to the Promoter. The Purchase would pay applicable GST and any other taxes levied by government.

b. The Purchaser(s) shall pay the Said Consideration to the Promoter in the following manner:-

i. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) on or before the execution hereof (the receipt whereof, the Promoter hereby admits and acknowledges) as earnest money; and,

ii. The balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) shall be paid by the Purchaser(s) to the Promoter in the manner as mentioned in the “Schedule of Payment” as appearing hereunder

#### **Schedule of Payment**

1	10 %	On Booking/Earnest Money	Rs. _____/-
2	10%	On Competition of excavation	Rs. _____/-
3	10%	Upon execution of AFS	Rs. _____/-
4	5%	On Completion of Plinth	Rs. _____/-
5	4%	On completion of 1 <sup>st</sup> Slab	Rs. _____/-
6	4%	On completion of 3 <sup>rd</sup> Slab	Rs. _____/-
7	4%	On completion of Podium Slab	Rs. _____/-
8	4%	On completion of 5 <sup>th</sup> Slab	Rs. _____/-
9	4%	On completion of 7 <sup>th</sup> Slab	Rs. _____/-
10	4%	On completion of 9 <sup>th</sup> Slab	Rs. _____/-
11	4%	On completion of 11 <sup>th</sup> Slab	Rs. _____/-
12	4%	On completion of 13 <sup>th</sup> Slab	Rs. _____/-
13	4%	On completion of 15 <sup>th</sup> Slab	Rs. _____/-
14	4%	On completion of 17 <sup>th</sup> Slab	Rs. _____/-
15	4%	On completion of 19 <sup>th</sup> Slab	Rs. _____/-
16	4%	On completion of 21 <sup>st</sup> Slab	Rs. _____/-
17	4%	On completion of 23 <sup>rd</sup> Slab	Rs. _____/-
18	2%	On completion of internal plaster	Rs. _____ /-

19	2%	On completion of external plaster	Rs. _____	/-
15	4%	On Completion of lift, water pumps, electrical fittings, electro, mechanical and environment requirement, entrance lobby, plinth protection, paying of area appertain	Rs. _____	/-
16	5%	At the time of handing over of possession of unit or on receipt of Occupation Certificate or Completion Certificate.	Rs. _____	/-
	<b>100 %</b>	<b>TOTAL CONSIDERATION</b>	<b>Rs _____</b>	<b>/-</b>

c. All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of the Promoter, or if directed by the Promoter, in its discretion, by direct bank transfer/RTGS deposited by the Purchaser(s) in the RERA designated collection separate bank account, \_\_\_\_\_ Bank, \_\_\_\_\_ Branch having IFSC \_\_\_\_\_ situated at \_\_\_\_\_ and operated from time to time by the Promoter for payment and deposit by the Purchaser(s) of the Aggregate Payments (as defined in Clause 23 of this Agreement), or any part/s thereof, along with the applicable Taxes thereon; subject to deduction of applicable TDS. 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. \_\_\_\_\_ and \_\_\_\_\_ respectively.

d. The Purchaser(s) agree/s and undertake/s to deliver to the Promoter, an original TDS Certificate, by the expiry of seven (7) Days from the date of each payment of TDS made by the Purchaser(s). Without prejudice to non-payment of TDS, and/or the non-delivery of TDS Certificate/s as aforesaid, being an Event of Default (as defined in Clause \_\_\_ of this Agreement), the Purchaser(s) shall be liable to deposit with the Promoter, an amount equivalent to the unpaid TDS

along with the interest at the rate of 21% (twenty one percent) per annum compounded at monthly rests, on the TDS amount for the period of the delay in payment thereof and a further period as determined by the Promoter, on or before the Date of Offer of Possession (as defined in Clause 23 of this Agreement). On the Purchaser(s) producing the TDS Certificate and the Promoter receiving the credit for the TDS the deposit amount shall be refunded after deducting the aforesaid interest therefrom in respect of for the period of delay in payment of TDS by the Purchaser(s) to the government.

- e. It is hereby expressly clarified, agreed and understood that if for any reason whatsoever the Purchaser(s) commits any delay and/or three default in payment of the Aggregate Payments (as defined in Clause 23 of this Agreement and which includes the balance installment/s of the Said Consideration) on or before the respective due dates, then in such event, without prejudice to the Promoter's other rights and remedies including its right to treat such delay or default as a breach of this Agreement and to cancel, revoke and terminate this Agreement as mentioned hereinafter, the Purchaser(s) shall be liable to pay to the Promoter, interest at the rate of 21% (twenty one percent) per annum compounded at monthly rests, on the amount of the Aggregate Payments (as defined in Clause 23 of this Agreement and which includes the balance installment/s of the Said Consideration) in arrears, for the period of the delay in payment thereof. In addition to the Purchaser(s)'s liability to pay the aforesaid interest, the Purchaser(s) shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, including in respect of any litigation, which may be borne, paid and/or incurred by the Promoter for the purpose of enforcing any of their claims, rights and/or benefits under this Agreement and/or for enforcing obligations, payments of and recovering from the Purchaser(s), any amount/s or due/s whatsoever payable by the Purchaser(s) under this Agreement.

## **5. Possession of the Premises:**

- a. The Promoter shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the MCGM for the said Premises by the date as more particularly mentioned in the Clause No.23 hereunder written (“Date of Offer of Possession”). Provided however, that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following force majeure factors:-
- 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;
- b. The Promoter shall however endeavor to complete the construction of the said Premises by the “Date of Offer of Possession” as more particularly mentioned in Clause No.23 hereunder written.
- c. If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Purchaser/s on the Completion Date (save and except for the reasons as stated in Clause 5(a) above), then the Purchaser/s shall be entitled to either of the following:-
- i. call upon the Promoter by giving a written notice by Courier / Email / Registered Post A.D. at the address provided by the Promoter (“Interest Notice”), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (“the Interest Rate”) for every month of delay from the Completion Date, on the Sale Price paid by the Purchaser/s. The interest shall be paid by the Promoter to the Purchaser/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Purchaser/s;
  - OR
  - ii. the Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (“Allottee Termination Notice”). On the receipt of the

Purchaser/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Purchaser/s the amounts already received by the Promoter under this Agreement with the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Purchaser/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.

- d. In case if the Purchaser/s elects his/her/their/its remedy under sub-clause 4(c)(i) above then in such a case the Purchaser/s shall not subsequently be entitled to the remedy under sub-clause 4(c)(ii) above.
- e. Within 7 (seven) days of the obtainment of the Occupation Certificate from the MCGM, the Promoter shall give notice offering possession of the said Premises on a date specified therein to the Purchaser/s in writing ("Possession Notice"). The Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. It is clarified that the Promoter shall be liable to hand-over possession to the Purchaser/s only on receipt of the requisite instalments of the Sale Price and all other amounts due and payable in terms of this Agreement.
- f. The Purchaser/s shall take possession of the said Premises within 15 (fifteen) days of the date mentioned in the Possession Notice.
- g. Post receipt of the Possession Notice, the Purchaser/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and

permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter which will be provided to the Purchaser/s at the time of handing over possession of the said Premises) and after depositing such amount as may be specified by the Promoter as an interest-free deposit to secure compliance with the Fit Out Guidelines and, which will be refunded without interest upon completion of the fit outs in accordance with the Fit Out Guidelines. The Purchaser/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the said Tower/ the Real Estate Project and its common areas etc., and/or any neighbouring flats/premises in the said Tower/the Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed from the said Building, the Real Estate Project, the Whole Project and/or the Larger Property.

- h. Upon receiving the Possession Notice from the Promoter as per Clause (e) above, the Purchaser/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Purchaser/s. Irrespective of whether the Purchaser/s takes or fails to take possession of the Premises within the time provided in Clause (f) above, such Purchaser/s shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.
- i. 15 (fifteen) days from the date of receipt of the Occupation Certificate from the MCGM, the Purchaser/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project, the Whole Project and the Larger Property including inter-alia, Amenities membership fee, development charges, electricity, gas connection, water meter charges, legal charges, society formation charges, share application charges, corpus fund, local taxes, betterment charges, other indirect taxes of every nature, or such other

levies by the MCGM or other 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 said Building. Until the handed over of charge to the said Society, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Purchaser/s further agrees that till the Purchaser/s's share is so determined by the Promoter at its sole discretion, the Purchaser/s shall pay to the Promoter provisional monthly contribution as mentioned hereunder written. It is further clarified and agreed that the Purchaser/s shall be liable to bear and pay such monthly contribution/maintenance charges from the date(s) specified in this Agreement irrespective of whether or not the Purchaser/s has/have taken possession of the said Premises. For the purposes of this clause, the expression "Promoter" includes its nominee/s.

- i. Share Application money of the Society **Rs.**\_\_\_\_\_/-
- ii. Society Formation Charges **Rs.**\_\_\_\_\_/-
- iii. Deposit towards provisional monthly Contribution towards outgoings of the Society and the Apex Body (taxes to be paid separately by the Allottee/s at applicable rates)(12 months approx. Amount) **Rs.**\_\_\_\_\_/-

The unspent balance, if any, of the amounts mentioned hereinabove, shall be delivered by the Promoter to the Society, without interest.

- j. The Purchaser/s shall, before delivery of possession of the said Premises in accordance with this Clause, deposit the following amounts. The amounts are not refundable and can be appropriated by the Promoter and no accounts or statement will be required to be given by the Promoter to the Purchaser/s in respect of the above amounts deposited by the Purchaser/s with the Promoter. The Purchaser/s shall make payments of such amounts to the bank account of the Promoter, as provided to him/her/them. For the

purposes of this clause, the expression “Promoter” includes its nominee/s ;

- i. Deposit towards electricity meter deposit and other utility and services connection charges. **Rs.\_\_\_\_\_ /**
  - ii. All legal costs, charges and expenses **Rs.\_\_\_\_\_ /-**
  - iii. Deposit towards Mahanagar Gas meter and other utility and services connection charges. **Rs.\_\_\_\_\_ /**
  - iv. Deposit towards Water & Well water Charges other utility and services connection charges. **Rs.\_\_\_\_\_ /-**
  - v. Development charges (taxes to be paid separately By the Purchaser/s at applicable rates) **Rs.\_\_\_\_\_ /**
  - vi. Amenities Charges (taxes to be paid separately by the Purchaser/s at applicable rates) **Rs.\_\_\_\_\_ /-**
- TOTAL** **Rs.\_\_\_\_\_ /-**

- k. If within a period of 5 (Five) years from the possession date mentioned in the Possession Notice, the Purchaser/s brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its 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 (at actuals) in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser/s and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Purchaser/s and/or any other allottee/person in the Real Estate Project and/or the Whole Project and/or the Larger

Property. The Purchaser/s is/are aware that the said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the said Tower at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Purchaser/s/the Society/the Other Societies'/the Other Residential Component Societies'/the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this regard.

- l. The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for purpose for which is sold.( the residential flats for resident purpose only).
- m. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser/s, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.
- n. Time is of the essence for the Promoter as well as the Purchaser/s. The Promoter shall abide by the time schedule for completing the said Premises and handing over the said Premises to the Purchaser/s after receiving the Occupation Certificate in respect thereof and the Tower Amenities. Similarly, the Purchaser/s shall make timely payments of all instalments of the Sale Price/consideration and other dues payable by him/her/them/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

6.
  - a. All of the Taxes (as defined in Clause 23 of this Agreement) shall be borne, paid and discharged by the Purchaser(s), as and when the same are required to be paid and/or as and when demanded by the Promoter and the Promoter shall not have any liability or obligation in respect thereof;
  - b. If any of the Taxes (whether retrospective, or prospective, in nature) arise hereafter, including after the Date of Offer of Possession (as defined in Clause 23 of this Agreement), the Purchaser(s) shall be solely liable to pay or reimburse (as directed by the Promoter in its discretion) such Taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within fifteen (15) Days from the date of written demand made on the Purchaser(s) by the Promoter.
  
7.
  - a. Subject to what is mentioned under this Agreement (and in particular, this Clause 6 of this Agreement), and the full compliance of the monetary and other obligations by the Purchaser(s) under this Agreement, the Promoter shall endeavour to give possession of the Said Flat to the Purchaser(s) on, or by, the Date of Offer of Possession (as defined in Clause 23 of this Agreement);
  - b. If on account of Force Majeure (as defined in Clause 23 of this Agreement) there is any delay or anticipated delay in the Date of Offer of Possession (as defined in Clause 23 of this Agreement), then the Promoter shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure (as defined in Clause 23 of this Agreement) continues and has continued and an additional period of thirty (30) Days thereafter; for remobilization, in which case, the Date of Offer of Possession (as defined in Clause 23 of this Agreement) shall automatically stand revised to and substituted by the revised Date of Offer of Possession (as defined in Clause 23 of this Agreement) as communicated by the Promoter. The Purchaser(s) shall not object, raise any disputes,

and/or protest, and/or hold the Promoter liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any payments. The Purchaser(s) is aware, acknowledges, and accepts that due to the spread of the Coronavirus disease (COVID-19), a highly contagious viral infection in humans, the State Government of Maharashtra has presently invoked various containment measures including regulating/restricting the functioning of non-essential services and issuance of lock downs orders/notification/circulars and as a result of this, the Date of Offer of Possession (as defined in Clause 23 of this Agreement) would be delayed/revised further till such time all such lock downs orders/notification/circulars are revoked/expired and for a period of 15 (fifteen) Days thereafter;

- c. The possession of the Said Flat shall be given by the Promoter to the Purchaser(s) after 30 (thirty) Days from the date the Purchaser(s) has made payment of the entire Said Consideration and all other amounts whatsoever payable under this Agreement and after all such amounts are actually been received by the Promoter.
- d. It is an express condition of this Agreement that if the Purchaser(s) commits default in payment of any of the Aggregate Payments (as defined in Clause 23 of this Agreement and which includes the balance instalment/s of the Said Consideration) on their respective due dates as aforesaid, the Promoter shall not be liable or responsible for delay in handing over possession of the Said Flat to the Purchaser(s) on the date specified hereinbefore;
- e. The Purchaser(s) shall before the Date of Offer of Possession (as defined in Clause 23 of this Agreement) complete all possession formalities, including executing a declaration-cum-undertaking in terms of a draft prepared by the Promoter. The Allottee/s shall be liable to comply with all his/her/their its obligations under this Clause (7) of this Agreement and take possession of the Said Flat no later than the Date of Offer of Possession (as defined in Clause 23 of this Agreement), failing which the Purchaser(s) shall be solely

responsible/liable for all loss or damage that may be suffered by the Promoter on account thereof.

f. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate as per lump sum consideration agreed in Clause 4(a) of this Agreement.

g. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee / both, as the case may be, in accordance with the agreed terms of payment.

8.

a. The Purchaser(s) hereby confirm/s and accept/s personally and as a prospective member/s of the Said Society, as follows:

i. The Promoter shall exclusively own, hold and enjoy the Said Development Potential of The Said Land;

ii. The Promoter shall be entitled in its discretion as it deems fit to allocate and distribute all the unsold/unallotted vehicle parking spaces in respect of the Said Building. It is clarified that vehicle

parking spaces means four-wheeler (light motor) vehicle parking spaces.

- iii. The allottee hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the Allottee covered parking spaces bearing nos \_\_\_\_\_ admeasuring \_\_\_\_\_sq.ft. having \_\_\_\_\_ft. length x \_\_\_\_\_ft breadth x \_\_\_\_\_ft. vertical clearance and situated at \_\_\_\_\_basement and/or stilt and/or \_\_\_\_\_podium being constructed in the layout for the consideration of Rs.\_\_\_\_\_/-
- iv. The government authorities have set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the purchasers/allottees of the premises in the Said Building.
- v. The Purchaser(s) shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds;
- vi. The Purchaser(s) shall use the Said Flat and permit the same to be used only for the purposes allowed by the concerned authorities. The Purchaser(s) shall not use and /or permit to be used the Said Flat or any part thereof for any illegal or immoral purpose.
- vii. The Purchaser(s) shall become and be admitted as member and shareholder of the Said Society upon completion of

construction of the building and upon the Promoters handing over the charge of the said completed building, and upon the payment of the Said Aggregate Payments (as defined in Clause 23 of this Agreement). The Purchaser(s) shall observe, perform and comply with all the rules, regulations and bye-laws which the Said Society and the building rules, regulations and bye-laws for the time being of the concerned government, local and public or private bodies and authorities.

b. The Purchaser(s), with the intention to bind all persons into whosever's hands the Said Flat may come, hereby agrees, undertakes and covenants with the Promoter as follows: -

i. to maintain the Said Flat at the Purchaser(s)'s own costs and expenses in good and tenantable repair and condition from the date when possession of the Said Flat is offered by the Promoter and not do or suffer or permit to be done anything in or to the buildings, or to the staircases, landings, lobbies, passages, lifts or other common areas, amenities and facilities therein or pertaining thereto, which may be against the rules, regulations or bye-laws of the Said Society, or of the Promoter or the concerned government, local or public or private bodies or authorities. The Purchaser(s) shall also not change, alter or make any addition in or to the Said Flat or to any part of the Said Building. In the event of the Purchaser(s) contravening any of the aforesaid provisions, the Purchaser(s) shall be solely be responsible and liable for the consequences thereof;

ii. to carry out at his/her/their/its own costs and expenses, all internal repairs to the Said Flat and to maintain the same in the same condition, state and order in which it would be delivered by the Promoter to the Purchaser(s) and the Purchaser(s) shall not do or suffer or permit to be done anything in or to the Said Flat or in or to the Said Building, which may be against the rules, regulations and bye laws of the Said Society, or of the Promoter or the concerned government, local or public or private bodies or authorities; and in the event of the Purchaser(s) doing or committing or omitting to do any act,

deed or thing in contravention of the above, the Purchaser(s) shall be responsible and liable for the consequences thereof to the Promoter, the Said Society, as the case may be, and/or to the concerned government, local or public or private bodies or authorities;

- iii. to rectify and make good any unauthorized and/or unlawful alterations and/or damage thereto within seven (7) Days from the date of receipt of a written notice from the Promoter, and/or from any concerned authorities, in that regard;
- iv. to bear and pay proportionately or otherwise, as may be required, all increases in the rents, rates, taxes, cesses, assessments, water charges, insurance premia and other levies, if any, which are or may be imposed by or payable to the concerned government, local or public or private bodies or authorities, the insurance company and/or any other persons in respect of the Said Building and/or the Said Land. However, if any such increases are imposed on account of or arise due to any change made or permitted to be made in the user of the Said Flat by the Purchaser(s), i.e. user other than the user stipulated herein, then the Purchaser(s) shall be solely liable to bear and pay the entire amount of such increase/s;
- v. to carry out permissible alterations in the Said Flat only after submission and approval of plans and specifications thereof to the Promoter and the Said Society, and obtaining their prior written approval in respect thereof;
- vi. the availability of electricity and/or water to the Said Flat are dependent upon the concerned supplier/provider thereof and the Promoter shall have no liability or responsibility in this regard;
- vii. the wet and dry garbage generated in and from the Said Flat shall be separated by the Purchaser(s) and the wet garbage generated in and from the Said Building shall be treated

separately by the allottees/purchasers/occupants of flats and other premises of the Said Building;

- viii. not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/balconies or other open space/s (if any) forming part of or appurtenant to the Said Flat as also the Said Parking Space/s, and/or affix/install grills to the windows only as approved by the Promoter to maintain uniformity or grill/s or safety door/s to the main door/s of the Said Flat; If the Purchaser(s) desires to affix/install grills to the windows of the Said Flat, or grill/s or safety door/s to the main door/s of the Said Flat then the Purchaser(s) shall obtain the prior written permission of the Promoter to do so and in order to maintain aesthetic/ architectural elevation, the Purchaser(s) shall ensure that the designs and position thereof are strictly in accordance with the stipulated designs and specifications and permission given by the Promoter in that regard;
- ix. not to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Said Building, and/or the Said Complex and/or any of the Common Areas and Amenities, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Purchaser(s);
- x. not to demand or claim any partition or division of the Purchaser(s) ultimate interest as provided herein, in the Said Building and/or Said Land and/or the Common Areas and Amenities, or any part thereof, it being expressly agreed, understood and confirmed by the Purchaser(s) that his/her/their/its interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the Said Society.
- xi. not to demolish or cause or permit to be demolished the Said Flat or any part thereof, nor at any time to make or cause or permit to be made any additions or alterations of whatever

nature in or to the same or any part thereof, nor to make any alteration in the elevation or outside colour scheme of the Said Building. The Purchaser(s) shall keep the porticos, sewers, drains and pipes in the Said Flat and appurtenances thereto in good and tenantable repair, order and condition and in particular, so as to support, shelter and protect other parts of the Said Building and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs, flooring or RCC part or other structural members in the Said Flat, without the prior written permission of the Promoter and the Said Society, and wherever necessary, without the prior written permission of the concerned government, local or public or private bodies and authorities;

c. The Purchaser(s) shall abide by all rules and regulations, and take the requisite training of the measures/procedures, laid down by the Said Society and/or the statutory authorities with respect to safety (including with respect to natural gas safety) of the Said Building/the Said Flat to be followed in case of any emergency. Furthermore, the Purchaser(s) and the other purchasers of the Said Complex shall ensure that the Said Society provide all requisite training to its staff/employee(s)/worker(s) with respect to the safety measures/procedures (including with respect to natural gas safety) that are to be followed in case of any emergency.

d. The Said Flat sold by the Promoter to the Purchaser(s) is subject to the following:-

i. All schemes and resolutions affecting or pertaining to the Said Complex or the Said Land or any parts thereof, made or to be made by the Promoter and/or any government, semi-government, local or public or private body or authority, as also all the terms, conditions, covenants, provisions, stipulations and restrictions contained in all the orders, sanctions, permissions and approvals granted and/or given and to be granted and/or given by such bodies and authorities in respect of the Said Land and the development thereof

- ii. All the terms, conditions, covenants, stipulations and provisions contained in all the agreements, deeds, documents and writings executed and/or to be executed by and between the Promoter and their predecessors-in-title of the Said Land and between the Promoter and/or their associate and/or group concern/s, and owners or occupiers of the contiguous, adjoining or adjacent lands and the owners or occupiers of the respective residential and/or commercial units and premises in the buildings constructed or to be constructed thereon.
- iii. Notwithstanding that the Purchaser(s) may contemplate availing of, or has/have availed of, a loan in respect of the purchase of the Said Flat, and/or the Purchaser(s) has/have mortgaged, or will mortgage the Said Flat with such bank or financial institution to secure such loan it shall be sole and entire responsibility of the Purchaser(s) to ensure that the payment of the entire Said Consideration and all other amounts, charges, deposits etc. whatsoever payable under this Agreement, and every part thereof is made and completed, and the Promoter shall never be liable or responsible for the repayment of any loan availed of by the Purchaser(s) and/or any such mortgage. Notwithstanding anything to the contrary herein, the Purchaser(s) hereby agree/s and undertake/s that the Promoter shall always and have first lien and charge over the Said Flat in respect of, and to secure, the entire Said Consideration and all other amounts, charges, deposits etc. whatsoever payable under this Agreement, and every part thereof due and payable by the Purchaser(s), and accordingly,

without prejudice, the Purchaser(s) obligation and liability to make payment thereof, any mortgage, charge, security interest, etc., created over, and/or in respect of the Said Flat shall always be subject to the Promoter's aforesaid first lien and charge, and subject to all the Promoter's rights, powers and entitlements under this Agreement.

- iv. If the Purchaser(s) is/are non-resident Indian citizen, or a foreign national/citizen (whether or not the Purchaser(s) is/are a Person of Indian Origin (PIO) and/or an Overseas Citizen of India (OCI), then it shall be his/her/their sole obligation and liability to comply with the provisions of all Applicable Law (as defined in Clause 23 of this Agreement), including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations, exchange control regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the government authorities or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees. And the Purchaser(s) agree/s, confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his/her/their/its personal capacity, and as prospective member/s of the Said Society.

- e. The Purchaser(s) shall sign and execute application forms and other writings for becoming a member and shareholder of the Said Society and to duly fill in, sign and return the same to the Society within 15 (fifteen) Days of the same being forwarded by the Society to the Purchaser(s).
- f. Nothing contained in this Agreement is intended to be nor shall it be construed as a grant, demise or assignment in law of the Said Land and/or the Said Building or any part thereof in favour of the Purchaser(s). So far as the Purchaser(s)' rights, interest and benefits

are concerned, the nature and scope of this Agreement is limited to the Said Flat. The lobbies, staircases, lifts, common entrances, passages/corridors, terraces forming part of the buildings shall remain property of the Promoter until transfer of ownership in respect of the Said Complex. The Purchaser(s) shall also not have any claim, save and except, in respect of the Said Flat and the Said Parking Space/s; and all right and interest in the other vehicle parking space/s, common areas, amenities and facilities, including all open spaces, lobbies, staircases, lifts, common entrances, passages/corridors, terraces, recreation spaces/areas, will remain the property of the Promoter until the formal handover of the charge of the completed building to the Society with an obligation of the Society to admit the flat purchasers of the said building as the members of the said Society.

- g. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company within three months of receiving the Occupancy Certificate of the projects being constructed on the Project Land or within three months of majority of apartments/flats/shops/units being sold in the entire project, whichever is earlier; 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 byelaws 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 may be, or any other Competent Authority.
- h. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and

the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

- i. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- j. Within three (3) months from the date of receipt of full Occupation certificate of all the Building constructed on the project land the Developer shall execute and cause to be transferred to the society or Limited Company the Deed of Conveyance/ Lease in favour of the society or Limited Company in respect of the project land and structure of the building.

9. Declaration/s and confirmation/s of and from the Purchaser(s) that:-

- a. the Purchaser(s) and the Said Society shall not be entitled to or claim any easement or right of light or air, which would restrict or interfere with, in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the Said Land and the adjacent, contiguous and adjoining lands and properties by the Promoter, for the purpose of development thereof and/or any other lawful purpose;
- b. the access and use of light and air to and from the Said Flat, the Said Complex, for and over any portion of the Said Land and/or the adjacent, contiguous and adjoining lands is enjoyed under the express consent and permission of the Promoter;
- c. the Promoter has the sole and absolute authority regarding sale, transfer, assignment and/or disposal of unsold flats, premises and vehicle parking spaces in the Said Complex and/or disposal thereof and to enjoy and appropriate the revenue, income and benefits thereof;

- d. the Purchaser(s) and the Said Society shall abide by the terms and conditions of the contracts, arrangements, memorandums and/or writings executed for the Said Building including appointment of any agency, firm or corporate body or person or any other organization or association to maintain and manage, control and regulate the Said Building or any part thereof.
- e. the Promoter has the sole and absolute authority to provide vehicle parking space/s in the Said Complex for holders, users and allottees thereof; the Promoter's entitlement to allow use of, earmark, grant rights in respect of the vehicle parking space/s at such location as they may think fit in favour of holders, users, allottees thereof irrespective of the building/s/structure/s in which the flats or premises may be located in the Said Building and on the terms and conditions as the Promoter may think fit and a covenant by the Purchaser(s) for himself/herself/themselves and as member of the Said Society that he/she/they/it shall not
- i. raise any objection to the aforesaid use, allotment, earmarking, grant of rights in respect of the vehicle parking space/s,
  - ii. obstruct or hinder access to vehicle parking space/s at any times and
  - iii. demand or raise any claim/s for separate, special, additional or extra amount, compensation or consideration, fees, charges, premium, donation or otherwise in this regard;
- f. Without prejudice to the generality of the foregoing provisions, the Promoter has put the Purchaser(s) to notice that the development of the Said Building contemplates the utilization of part/portion of the Said Entire Development Potential of The Said Land, which may not be proportionate to the FSI and development potential attributable to and arising out of the Said Land. The Purchaser(s), for himself/herself/themselves/itself, and as a prospective member of the Said Society shall not be entitled to raise any claim or dispute in respect thereof.

- g. The Purchaser(s) shall, subject to he/she/they/it having fully complied with all his/her/their /its obligations, duties and liabilities under this Agreement, including making payment of the Aggregate Payments (as defined in Clause 23 of this Agreement), and not being in breach or default thereof, be entitled to be admitted as member/s of the Said Society on the Purchaser(s)'s name/s having been informed (in writing) to the Said Society for membership, and, as and when directed and permitted by the Promoter. The Purchaser(s) shall sign and execute application forms and other writings, papers and documents as may be specified by the Promoter and/or the Said Society and as may be necessary for being admitted as member of the Said Society and to duly fill in, sign and return the same to the Promoter and/or the Said Society within fifteen (15) Days of the same being forwarded by the Promoter and/or the Said Society to the Purchaser(s) and/or attend the office of the Promoter and/or the Society so as to enable the Society to admit him/her/them/it, after compliance of all the formalities in that behalf as may be specified by the Said Society. Till the full compliance of the monetary and other obligations by the Purchaser(s) under this Agreement, the Purchaser(s) shall never be entitled to independently apply for membership, or transfer the Said Shares, and/or deal or correspond with the Said Society without the prior written permission of the Promoter.
- h. The building is deficient in open space and M.C.G.M will not be held liable for the same in future.
- i. The Buyer/Member agree for No objection for the neighbourhood development with deficient open space in future.
- j. The Buyer/Member will not hold be liable M.C.G.M/BUILDER for failure of mechanical / stack parking and passenger lifts / pumps or any other mechanical system in future.
- k. That the buyer/member will not be held liable M.C.G.M. for the proposed inadequate sizes of rooms in future.

- l. That the condition for inadequate manoeuvring space of car parking and no complaint to M.C.G.M. in this regard will be made in future.
  - m. To make members/prospective buyers aware of utilization of fungible FSI and clause to that effect will be incorporated in flat sale agreement.
  - n. That the buyer/members/prospective buyers would not cover any free of FSI area including lobby, chajjas and duct or any such area if any. Further they will not do any kind of structural changes in sale flat.
- 10.
- a. The Purchaser(s) agree/s and confirm/s that, without prejudice to all the rights, powers, authorities, discretions, entitlements and remedies of the Promoter under this Agreement, and Applicable Law (as defined in Clause 23 of this Agreement), the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement in the circumstances set out in Clause 10 (b) hereinafter;
  - b. If the Purchaser(s) commit/s an Event of Default (as defined in Clause 23 of this Agreement), the Promoter shall be fully and freely entitled, in its discretion, and without prejudice to all its rights and remedies herein, and under Applicable Law (as defined in Clause 23 of this Agreement), to deliver to the Purchaser(s) a fifteen (15) Days prior notice in writing by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee of its intention to terminate and cancel this Agreement, and if the Purchaser(s) fail/s, refuse/s and/or neglect/s, for any reason whatsoever, to remedy or rectify such Event of Default, to the satisfaction of the Promoter, by the expiry of the aforesaid notice period of fifteen (15) Days, then this Agreement, and any documents or writings that may have been executed in pursuance hereof, shall forthwith ipso facto and automatically stand cancelled and terminated without any further act, deed, matter or thing being required to be done, executed and performed, by the Parties. On the cancellation and termination as envisaged aforesaid, the Purchaser(s) shall be liable to bear and pay the Said Liquidated Damages (as

defined in Clause 23 of this Agreement) together with the Other Reimbursements/Amounts Payable On Termination (as defined in Clause 23 of this Agreement) to the Promoter. In view thereof, the Said Liquidated Damages (as defined in Clause 23 of this Agreement) and the Other Reimbursements/Amounts Payable On Termination (as defined in Clause 23 of this Agreement) shall be deducted and appropriated by the Promoter from and out of the Said Consideration paid by the Purchaser(s), and received and realized by the Promoter, and the net balance thereof if any, shall be paid to the Purchaser(s) (or at the sole option of the Promoter to the bank/financial institution/ financier from whom the Purchaser(s) has/have availed of a housing loan) within thirty (30) Days of the execution and registration by the Parties hereto of the Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement and any related and incidental documents and writings, if so required by the Promoter in its sole discretion. It is agreed and clarified that if any part of the Said Liquidated Damages (as defined in Clause 23 of this Agreement) and the Other Reimbursements/Amounts Payable On Termination (as defined in Clause 23 of this Agreement) not recoverable from the Said Consideration paid by the Purchaser(s) then the same shall be paid by the Purchaser(s) to the Promoter within fifteen (15) Days from the aforesaid cancellation and termination along with interest at the rate of 21% (twenty one percent) per annum compounded at monthly rests till receipt of the entire amount (including the accrued interest) in respect thereof. It is further agreed and clarified that other than the aforesaid amount to be refunded, the Promoter shall not be liable to refund to the Purchaser(s) any amounts, charges, liabilities, compensation or damages whatsoever.

- c. It is agreed and confirmed by the Purchaser(s) that upon the termination and cancellation of this Agreement, under any of the terms, conditions and provisions of the Agreement, including under Clause 10 of this Agreement, the following shall forthwith apply and bind the Purchaser(s), which is:
  - i. The Purchaser(s) shall cease to have any right, title, interest, claim, or demand in or to the Said residential flats under this

Agreement and any related and incidental documents and writings, and the Promoter shall be fully and freely entitled to allot and sell, deal with and/or otherwise alienate the same, as the Promoter deems fit, in its discretion; and,

- ii. Any mortgage, charge, lien or security interest created by the Purchaser(s) over the Said residential flats, the Said Parking Space/s and the Said Shares, and/or the Purchaser(s) interest under this Agreement, shall automatically stand terminated, cancelled, released and discharged, without any act, deed, matter or thing required to be done, executed or performed.
- d. It is agreed and confirmed by the Purchaser(s) that in the event the Purchaser(s) fails, refuses and/or neglects to come forward to sign/execute the Deed of Cancellation as referred to in Clause 10(b) of this Agreement, and admit execution thereof before the concerned Sub-Registrar of Assurances, within a period of fifteen (15) days from the date the Promoter has called upon the Purchaser(s) to do so, then in such an event the Promoter shall be entitled to, and shall have the absolute and right and authority, to sign and execute the Deed of Cancellation and all related and/or incidental deeds, documents and writings in respect thereof (hereinafter collectively referred to as the **“Cancellation Documents”**) for and on behalf of the Purchaser(s), and get the same, or such of them as may be required, registered with the concerned Sub-Registrar of Assurances, and to do, execute and perform all acts, deeds, things and matters related and/or incidental thereto, for and on behalf of the Purchaser(s), and for the said purposes, the Purchaser(s) hereby nominates, constitutes, appoints and authorises the Promoter, acting through any of its directors or authorised representatives, from time to time, to be the constituted attorney of the Purchaser(s), and in the name, and for and on behalf, of the Purchaser(s), to do, execute and perform the following acts, deeds, things and matters, that is to say:-
- i. to sign and execute the Cancellation Documents for and in respect of the cancellation and termination of this Agreement and any related and incidental documents and writings;

- ii. to present and lodge the Cancellation Documents, or such of them as may be required, before / with the concerned Sub-Registrar of Assurances, and admit execution thereof, and to do, execute and perform all necessary acts, deeds, things and matters for getting the same effectively registered, and to collect the originals thereof after the same have been duly registered;
- iii. in case the Promoter has made payment of the stamp duty in respect of this Agreement, to apply for and obtain from the concerned government authorities, including those under the Maharashtra Stamp Act, 1958, refund of the stamp duty paid in respect of this Agreement.
- iv. to give and provide proper receipts and discharges for such refund to the concerned government authorities;
- v. for the purposes aforesaid, to do, execute and perform all necessary acts, deeds, things and matters, including to sign, execute, affirm, submit and file all necessary correspondence, applications, forms, affidavits, declarations, undertakings, indemnities, authorizations, and other documents and writings. The Purchaser(s) hereby agrees and undertakes to rectify and confirm all and whatsoever that shall be done, executed and performed by the Promoter in exercise of the aforesaid powers and authorities. The aforesaid rights, entitlements, powers and authorities in favour of the Promoter are without prejudice to, and in addition to, all the other rights, remedies and entitlements available to the Promoter under this Agreement and/or under Applicable Law (as defined in Clause 23 of this Agreement).
- vi. It is agreed and confirmed by the Purchaser(s) that in case the Promoter has made payment of the stamp duty in respect of this Agreement, then the Promoter shall be fully entitled and at liberty to apply for and obtain refund of such stamp duty from the concerned government authorities, including those under

the Maharashtra Stamp Act, 1958, and in the event the same or any part thereof is received, to appropriate the said amount to and for itself, towards reimbursement of the stamp duty paid by it. The Purchaser(s) shall not raise any objection, dispute or claim in respect of the aforesaid.

11. The Purchaser(s) hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties (as defined in Clause 23 of this Agreement), and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of:
  - (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Purchaser(s) of any of the terms, conditions and provisions of this Agreement, and/or
  - (b) any accident or injury caused to, or suffered by, the Purchaser(s), or his/her/their/its family members, guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon the Said Complex, including any persons visiting the Purchaser(s) or his/her/their/its family, guests or visitors or staff, and all persons claiming through or under them or any of them.
12. Neither the Promoter nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Purchaser(s), and/or any persons claiming through or under the Purchaser(s), or otherwise, for and/or in respect of:
  - a. any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to Said Complex or any part thereof, and whether or not the same is caused by any Force Majeure (as defined in Clause 23 of this Agreement), or otherwise however; any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Said Flat, and/or the access to any part of Said Complex; and,

- b. for the security, safekeeping and insurance, of the Said Complex, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof.
13. The Purchaser(s) shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all the Confidential Information (as defined in Clause 23 of this Agreement), and shall not, without the prior written permission of the Promoter, which may be granted, or refused, in the Promoter's discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Purchaser(s) advisors and officers (subject always to similar duties of confidentiality), any of the Confidential Information (as defined in Clause 23 of this Agreement), except where any of the Confidential Information (as defined in Clause 23 of this Agreement):
  - a. is required by Applicable Law (as defined in Clause 23 of this Agreement) to be disclosed;
  - b. is required to be disclosed by any government authority with relevant powers to which the Purchaser(s) is subject or submits;
  - c. is or shall (otherwise than by breach or default of this Agreement) be in the public domain;
  - d. is required in connection with any financing which the Purchaser(s) may require or has already obtained in terms and in accordance with this Agreement.

Without prejudice to the generality of the foregoing provisions, the Purchaser(s) agree/s and undertake/s that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media), of, or concerning, or related to, the agreement for allotment and sale herein, and/or any of the Confidential Information (as defined in Clause 23 of this Agreement), shall be directly or indirectly issued, given, made, motivated, distributed, generated, or disseminated, in any manner, and by the Purchaser(s), without the prior written permission of the Promoter, which permission may be refused by the Promoter, in its discretion.

14.
  - a. The Purchaser(s) acknowledge/s that all of the Intellectual Property (as defined in Clause 23 of this Agreement) is and shall always be

exclusively owned and held by the Promoter alone and that the Purchaser(s) shall never have any right, title, interest or license in respect thereof;

b. The Purchaser(s) shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any of the Intellectual Property (as defined in Clause 23 of this Agreement), and/or any plans and approvals of the Said Complex or any part thereof, the Informative Materials (as defined in Clause 23 of this Agreement) and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoter, and disclosed to the Purchaser(s), prior to, or during the subsistence of, the Agreement;

c. The Purchaser(s) shall immediately bring to the notice of the Promoter any improper or wrongful use or any unauthorized replication/reproduction of the Intellectual Property (as defined in Clause 23 of this Agreement), by any persons or parties, which has come to its/their knowledge;

d. The Purchaser(s) shall not assist, and/or co-operate, with any person, in any manner howsoever, in the commission of any acts, deeds, matters or things, the commission whereof would amount to a breach or default of the provisions of Clause 14 of this Agreement.

15.

a. All notices, intimations, letters and other communications to be served on the Purchaser(s) as contemplated by this Agreement, shall be deemed to have been duly, effectively and sufficiently served, if sent to the Purchaser(s) by Registered Post A.D., Under Certificate of Posting or by hand delivery, to the postal address or by e-mail at the e-mail address of the Purchaser(s) mentioned below, and the Purchaser(s) undertakes to inform the Promoter of any change in the following postal correspondence address or e-mail address:-

Name : - \_\_\_\_\_

Address :- \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



purpose of this Agreement and to the extent necessary to conform to Applicable Law (as defined in Clause 23 of this Agreement), 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.

19. Unless otherwise specifically stated to the contrary herein, this Agreement constitutes and contains the entire, composite and complete agreement between the Promoter and the Purchaser(s) with respect to the agreement herein for allotment and sale of the Said Flat, and supersedes all prior letters of intent, term sheets, writings, correspondence, e-mails, communications, negotiations, Informative Materials etc. (whether oral or written), issued, and/or executed and/or exchanged between the Parties, and/or their respective agents, representatives and officers; none of which shall be referred to and/or relied upon by the Purchaser(s).

20. The Purchaser(s) shall immediately after the execution of this Agreement but in any event, not later than four (4) months from the date hereof, at the Purchaser(s)'s own costs, expenses and initiation, present and lodge this Agreement for registration with the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, and admit execution of the same. If the Purchaser(s) fail/s or neglect/s to present and lodge this Agreement for registration and admit execution thereof for any reason whatsoever, the Promoter will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities.

21. The Purchaser(s) is/are fully and completely informed and is/are aware that all the Informative Materials (as defined in Clause 23 of this Agreement), and/or all matters related or incidental thereto, have been, and always will be, merely for the sake of convenience, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.

22.

a. All costs, charges and expenses, including stamp duty and registration charges payable upon and in respect of this Agreement,

and all related and incidental documents and writings shall be borne and paid solely by the Purchaser(s).

- b. All costs, charges and expenses, stamp duty, registration charges etc., arising, and/or payable, in respect of all deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof. The Promoter shall not be liable to bear and pay any such liabilities, or contribute towards the same. It is agreed and clarified that the aforesaid costs, charges and expenses shall also include all costs, charges and expenses for preparing and engrossing the deeds, documents, instruments and writings incidental or related to this Agreement, and/or to be executed in pursuance hereof, professional fees or charges payable to the Promoter's Advocates & Solicitors and towards stamp duty and registration fees.

23. **Definitions & Interpretation:** Wherever the following terms are used in this Agreement, the same shall have the meanings respectively assigned to them below.

- a. **"Agreement"** means this Agreement and includes all recitals and schedules herein and all annexures hereto, and also includes any modification hereof reduced to writing and executed by the duly authorised representative/s of the Promoter and by the Purchaser(s); which writing shall be expressed to be supplemental to, or as a modification or amendment of, this Agreement.
- b. **"Applicable Law"** includes all laws [including MOFA], rules, regulations, development control rules and regulations including the orders, judgments, decrees, ordinances, guidelines, notices, notifications, schemes, government resolutions (GRs) and directions, the approvals, and the terms and conditions thereof, as may be issued, or imposed, or required, or mandated, in any manner by any concerned authority, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time, and/or applicable to the Said Complex and/or Said Land, or any part/s thereof; all being of the Republic of India.

- c. **“Aggregate Payments”** shall mean the Said Consideration, the interest payable by the Purchaser(s) to the Promoter under this Agreement, the Liquidated Damages (as defined in Clause 23 of this Agreement), the Other Reimbursements/Amounts Payable On Termination (as defined in Clause 23 of this Agreement), the Taxes (as defined in Clause 23 of this Agreement) together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Purchaser(s) in relation to, and/or in pursuance of this Agreement.
- d. **“Confidential Information”** shall include all information imparted by the Promoter to the Purchaser(s), and obtained by the Purchaser(s) under, and/or in connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Said Land and/or the Said Complex and/or current or projected plans or affairs of the Promoter including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, plans and approvals of the Said Complex or any part thereof, the Said Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the Said Land (including the land under development for the Said Building), and/or the Said Complex (including the Said Building) or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement.
- e. **“Days”** means a working day, in the State of Maharashtra, as notified by the State Government of Maharashtra from time to time.
- f. **“Date of Offer of Possession”** means the date of the written communication to be addressed by the Promoter to the Purchaser(s), under which the Promoter shall offer possession of the Said Flat in terms of Clause (7) of this Agreement; which is currently estimated by the Promoter, to be **30<sup>th</sup> June 2028 & 30 days after the**

**realization of Full Payment**, subject to Force Majeure (as defined in Clause 23 of this Agreement) and other conditions as mentioned in this agreement.

- g. **“Event of Default”** includes the occurrence of all or any of the following events:
- i. the Purchaser(s) delaying, or committing default in making, and/or failing, refusing, or neglecting, to make payment of the Said Consideration and any other amounts, charges, deposits etc. whatsoever payable under this Agreement, and every part thereof is made and completed, or any part/s thereof on or before respective due dates; and/or
  - ii. the Purchaser(s) committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/them/it under this Agreement, and/or of any approvals and/or Applicable Law (as defined in Clause 23 of this Agreement), etc.; and/or
  - iii. the Purchaser(s) has/have been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and/or
  - iv. the Purchaser(s) receiving any notice from any concerned authorities, and/or any foreign state or government, and/or any authorities of any foreign state or government authorities, under any laws, rules, or regulations, and/or the Purchaser(s) involvement in any money laundering and/or illegal activity/ies, and/or the Purchaser(s) being declared to be proclaimed offender/s and/or a warrant being issued against him/her/them/it under any laws, rules, or regulations; and/or
  - v. the Purchaser(s) failing, neglecting, or refusing, to attend at the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, for registration of this Agreement and/or admitting

execution hereof, within the time frame stipulated by the Promoter.

- h. **“Taxes”** shall mean all present, future, and enhanced taxes, imposts, dues, duties, impositions, fines, penalties, etc., by whatever name called, imposed/levied under any Applicable Law, and/or by concerned authorities, attributable to, and/or in relation to, and/or arising from, and/or imposed or levied upon, the agreement for allotment and sale herein, and/or the Said Flat, and/or the Said Parking Space/s, and/or this Agreement, and/or upon the Said Consideration, the interest payable by the Purchaser(s) to the Promoter under this Agreement, the Liquidated Damages (as defined in Clause 23 of this Agreement), Other Reimbursements/Amounts Payable On Termination (as defined in Clause 23 of this Agreement), together with all other amounts, charges, deposits, damages, liabilities, contributions including fund contributions and corpus, etc., as referred to herein, and agreed to be paid and/or required to be paid by the Purchaser(s) in relation to, and/or in pursuance of this Agreement, and/or in respect of the documents and writings to be executed in their favour, as contemplated herein, and/or otherwise; and includes service tax, Goods And Services Tax (GST), education tax/cess/charges, value added tax (VAT), local body tax, property rates and taxes and cesses, stamp duty and registration charges, and any other taxes, imposts, interest, impositions, levies, or charges, in relation thereto, that is/are imposed or levied by any concerned authority.
- i. **“Informative Materials”** shall mean all advertisements, publicity, or promotions, of whatsoever nature in respect of the Said Complex, including the buildings therein, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter; and includes publicity reports;

- j. **“Indemnified Parties”** shall mean the Promoter and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns.
- k. **“Intellectual Property”** means the word mark “S.B. Builder and Developer” and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoter and/or in respect of the Said Land and/or the developments undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such right.
- l. **“Liquidated Damages”** means the pre-estimated liquidated damages payable by the Purchaser(s) to the Promoter, which shall be equivalent to ten per-cent of the Said Consideration, which the Parties have considered, and mutually agreed, to be reasonable, and not as a penalty.
- m. **“Other Reimbursements/Amounts Payable On Termination”** means the amounts payable by the Purchaser(s) to the Promoter, on the termination of this Agreement, which comprise of:

- i. interest on delayed payments, if any; together with
- ii. the brokerage/commission paid to estate agent/s in relation to the allotment of the Said Flat; together with,
- iii. all costs, charges and expenses incurred by the Promoter for provision / installation in the Said Flat of any extra or premium fixtures, fittings, etc., in place of or in addition to the standard fixtures, fittings, etc. to be provided therein, as may have been required by the Purchaser(s); together with,
- iv. all costs, charges and expenses incurred by the Promoter for the white good/s, commodity/ies, gift/s, service/s or facility/ies, if provided free of cost, or at a concessional rate/price, as and by way of promotional activity or otherwise, to the Purchaser(s); together with,
- v. Taxes paid / payable; and together with,
- vi. all charges/fees (by whatsoever name called), if any paid / required to be paid by the Promoter to banks or financial institutions or any other financiers, including any charges that may be paid / incurred / required to be paid by the Promoter under subvention scheme and/or any other scheme.

n. In this Agreement:

- i. unless the subject or context otherwise requires, reference to the word “include”, “includes” or “including” shall be construed as without limitation;
- ii. reference to the terms “herein”, “hereto”, “hereof”, or “thereof”, and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;
- iii. bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;
- iv. wherever the Purchaser(s) has/have confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean, the unconditional confirmation,

- acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Purchaser(s), in respect of, and/or in relation, to such act, deed, matter, thing, item, action, or provision;
- v. wherever reference is made to the “discretion of the Promoter”, or “Promoter’s discretion”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which binds the Purchaser(s) and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Purchaser(s) and all concerned persons;
- vi. wherever reference is made to the “entitlement” of the Promoter, and/or the Promoter being “entitled”, and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question;
- vii. time is of the essence in respect of the performance by the Purchaser(s) of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence;
- viii. the entire Said Consideration and all other amounts, charges, deposits etc. whatsoever payable under this Agreement, and every part thereof shall be paid by the Purchaser(s) on or before the due dates for payment thereof, and/or as demanded by the Promoter, without any delay, demur, default, dispute, or deduction, whatsoever;
- ix. references to recitals, clauses, schedules and annexures shall be reference to the recitals, , clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;
- x. references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time,

be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision;

24.

- a. No rights, liabilities or obligations under this Agreement shall be assigned by the Purchaser(s) without the prior written consent of the Promoter;
- b. The Promoter shall always be entitled, in its discretion, to assign this Agreement, and/or all, or any of, its rights and obligations under this Agreement, to any entity in pursuance of an amalgamation, merger, demerger, or other corporate restructuring of the Promoter.

25. This Agreement and the rights and obligations of the Promoter and the Purchaser(s) under or arising out of this Agreement shall be construed and enforced in accordance with Applicable Law.

26. All disputes or differences 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 Real Estate Regulatory Authority as per the provisions of RERA.

27. This Agreement and the rights and obligations of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with Applicable Law subject to the provisions of Clause (25) of this Agreement (i.e. Dispute Resolution), courts at Mumbai shall have exclusive jurisdiction.

28. The Promoter state that they are assessed to Income Tax and their Permanent Account Number is \_\_\_\_\_ . The Purchaser(s)/s state/s that he is/they are assessed to Income Tax and his/their respective Permanent Account Number is/are

\_\_\_\_\_  
\_\_\_\_\_

29. The elevation and features shown to the Purchaser(s) on/before execution of this agreement are subject to Promoter. If there any changes to the elevation then the Purchaser(s) will have no objection to the decision taken by the Promoter.

30. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time.

**FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the said Land)

All that piece and parcel of land or ground situate lying and being at Survey No.83/C, Plot No.B/2, CTS No. 281/A/2 of Village: Bhandup, Taluka: Kurla, Dist: Mumbai Suburb, admeasuring 2797.2 square meters situated at Gurudwara Dashmesh Road, Bhandup (West), Mumbai 400 078. and bounded as follows:

On or towards the East: Open Plot.

On or towards the West: Rustomjee Bella.

On or towards the South: CTS No. 275.

On or towards the North: 12.20 mtr road.

**The Second Schedule Above Referred To:**

(Description of the “Said Flat” and the “Said Parking Space/s”)

Residential flat bearing No. \_\_\_\_\_admeasuring approximately \_\_\_\_\_square meters (RERA carpet area), on the \_\_\_\_\_<sup>th</sup>floor of Wing ‘\_\_’ in Building (to be) known as “ \_\_\_\_\_ ” situated at Survey No.83/C, Plot No.B/2, CTS No. 281/A/2 of Village: Bhandup, Taluka: Kurla, Dist: Mumbai Suburb, situated at Gurudwara Dashmesh Road, Bhandup (West), Mumbai 400 078. and standing on the land more particularly described in the First Schedule hereinabove.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

PROMOTER: \_\_\_\_\_ )

**SHASHIKANT GORDHANDAS BADANI,** \_\_\_\_\_ )

through its Proprietor \_\_\_\_\_ )

SIGNATURE	LEFT THMUB IMPRESSION	AFFIX PHOTO

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

PURCHASER/S: )

**Mr. /Mrs.** \_\_\_\_\_ )

)

MR.		
SIGNATURE	LEFT THUMB IMPRESSION	AFFIX PHOTO

in the presence of WITNESSES:

Housiey.com

### Third Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities.

**A.) Description of the Common areas :**

Sr. No.	Type of Common Areas Provided	Proposed Date of Occupancy Certificate	Proposed Date of Handover of Use	Size Area of the Common Areas Provided
1	Stair Case, Lift & Lobby Area	30 <sup>th</sup> June 2028	30 <sup>th</sup> June 2028	1958.13 Sq. Mtrs

**B.) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE BUILDING INCLUDING IN THE COMMON AREA OF THE BUILDING:**

SR NO	TYPES 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	SIZE / AREA OF THE FACILITIES / AMENITIES	FSI UTILIZED OR FREE OF FSI
1	Terrace Garden	-	30 <sup>th</sup> June 2028	30 <sup>th</sup> June 2028	339.06 Sq. Mtrs		Free

**C.) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE LAYOUT AND/OR COMMON AREA OF THE LAYOUT:**

SR NO	TYPES 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	SIZE / AREA OF THE FACILITIES / AMENITIES	FSI UTILIZED OR FREE OF FSI
1	Multipurpose Hall	-	30 <sup>th</sup> June 2028	30 <sup>th</sup> June 2028	142.61 Sq. Mtrs	142.61 Sq. Mtrs	Free

**D.) THE SIZE AND THE LOCATION OF THE FACILITIES / AMENITIES IN FORM OF OPEN SPACES (RG/ PG ETC.) PROVIDED / TO BE PROVIDED WITHIN THE PLOT AND/ OR WITHIN THE LAYOUT.**

SR NO	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
1	Podium Garden	-	886.70 Sq. Mtrs.	30 <sup>th</sup> June 2028	30 <sup>th</sup> June 2028

**E.) DETAILS AND SPECIFICATIONS OF THE LIFTS:**

SR NO	TYPE LIFT (PASSENGER / SERVICE/ STRETCHER / GOODS / FIRE EVACUATION / ANY OTHER)	TOTAL NO OF LIFTS PROVIDED	NUMBER OF PASSENGER OR CARRYING IN WEIGHT (KG)	SPEED (MTR/SEC)

1	Passenger Lift	4	10 Passenger	1.75
2	Fire Lift	1	8 Passenger	1.65

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.

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# **RECEIPT**

**RECEIVED** on or before the execution of these presents of and from the with in named Purchaser the sum of **Rs. \_\_\_\_\_/- (Rupees \_\_Only)** in the following manner, being earnest Money/part consideration within mentioned agreed to be paid by him/her/it/them to us.

WE SAY RECEIVED

**FOR SHASHIKANT GORDHANDAS BADANI.**

**AUTHORISED SIGNATORY**

Witnesses:

- 1.
- 2.