

## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (herein after referred to as this "**Agreement**") is made entered in to at Navi Mumbai on this [●] day of [●] 2024.

### BY AND BETWEEN

M/s. KAMDHENU GREEN., (PAN: AAWFK1073D), a partnership firm constituted under the under the Indian Partnership Act, 1932, having its office at 1603-1606, Kesar Solitaire, Plot No. 05, sector 19, Sanpada, Navi Mumbai-400 705 represented through its partners and authorized Mr. Surinder Anantram Sabhlok and Mr. Chirag Kirit Shah authorized vide authority letter dated [●], hereinafter referred to as the "**PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its Partners, successors-in- interest, executors, administrators and permitted assignees, including those of the respective partners) of the **One Part**;

### AND

#### [If the Allottee is individual]

(Name of Individual), Adult, Individual, Aged [●], PAN [●], Years, having address at [●] hereinafter referred to as "**Allottee**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their heirs, successors executors, administrators, assigns and nominees) of the **SECOND PART**

#### [OR]

#### [If the Allottee is a Company]

(Name of the Company), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], (CIN no. [●]), PAN [●], having its registered office at [●], ,represented by its authorized signatory, [●], duly authorized vide board resolution dated [●], hereinafter referred to as "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Directors and Shareholders, their successor-in-interest, executors, administrators and permitted assignees) of the **SECOND PART**

#### [OR]

#### [If the Allottee is a Partnership Firm]

(Name of the Partnership), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [●], (PAN [●]), represented by its authorized partner, [●], (Aadhar no. [●]) authorized vide letter dated [●], hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Partners, successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**

The **Promoter** and **Allottee** shall hereinafter collectively be referred to as the "**Parties**" and

individually as "Party".

**I. WHEREAS**

- A. The CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRALTD., a company incorporated under the Companies, Act, 1956 (1 of 1956) and having its registered office at Nirmal, 2<sup>nd</sup> Floor, Nariman Point, Mumbai-400021, (hereinafter called "CIDCO") is the new town development authority declared for the area as designed as a site for the new towns of Navi Mumbai by the Government of Maharashtra in the exercise of its powers under subsection (i) and (3-a) of section 113 of the Maharashtra Regional Town Planning Act of 1966 (Mah. XXVII of 1966) hereinafter referred to as the said act".
- B. The State Government in pursuance of section 113 (A) of the said Act, acquired the land described therein and vested such lands to CIDCO for development and disposal.
- C. Vide scheme no. **MM-05-2020-2021** Corporation has launched a scheme for lease of 8 Plots Residential (R), Residential + Commercial (R+C) use at Koperkhairane, Sanpada & Kalamboli Node of Navi Mumbai through e-Tender cum e-Auction. The licensee has participated in the said scheme and applied for Plot No. 6+7, admeasuring about **3525.16 sq. mtrs.**, sector-19, Sanpada node, Tal: Thane, District: Thane.
- D. In response to the tender application, being the highest bidder, CIDCO allotted to the Promoter, as per the provisions of Navi Mumbai Disposal of Land (Amendment) Regulation, 2008, all that piece and Parcel of **Plot No. 6+7**, admeasuring about **3525.16 sq. mtrs.**, lying, being and situated at Sector-19, Node: Sanpada, Tal: Thane, District: Thane.
- E. Vide Allotment Letter bearing Reference No. **7616/1000609/1748**, dated **30/03/2021**, The City and Industrial Development Corporation of Maharashtra Limited (CIDCO of Maharashtra Ltd.) under the State Government, The CIDCO of Maharashtra Ltd, has allotted the land bearing **Plot No. 6+7**, area admeasuring about **3525.16 sq. mtrs.**, lying, being and situated at Sector-19, Node: Sanpada, Tal: Thane, Dist: Thane, Navi Mumbai. (hereinafter referred to as the "**Said Plot**") in the name and favour of **M/s. KAMDHENU GREEN.**
- F. Vide Agreement to Lease dated **23/11/2023**, whereby CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD. therein referred to as "**the Corporation**" party of the One Part agreed to Lease, transfer and assign all their leasehold rights, title, interest and benefits with respect to Said Plot in favour of **M/s. KAMDHENU GREEN** therein referred to as "**the Licensee**" party of the Other Part as per the terms and conditions mentioned therein. The same is duly registered with the Sub-Registrar of Assurances at Thane bearing Registration Document Serial No. **TNN-6/16539/2023** dated **23/11/2023**. (the "**said Agreement to Lease**"). A copy of

Index 2 of said Agreement to Lease for Plot No. 6+7 dated 23/11/2023 is hereto annexed and marked as "Annexure - 1"

- G. Vide Indenture of Mortgage (without Possession) dated **17/01/2024**, executed by and between **M/S. KAMDHENU GREEN** through its Partners Mr. Surinder A. Sabhlok, through his POA Holder Ms. Nikita Bhau Mhatre, and Mr. Chirag Kirit Shah (Borrower) therein referred to as the "**Mortgagor**" and **ADITYA BIRLA FINANCE LIMITED** therein referred to as the "**Lender**" in respect of the Said Plot as per the terms and conditions mentioned therein. The same is duly registered with sub-registrar of Assurances at Thane, bearing Registration Document Serial No. **TNN-11/942/2024** dated **17/01/2024** (hereinafter referred to as "**the said Mortgage Deed**"). Copy of Index II of the said Mortgage Deed is hereto annexed and marked as "**Annexure - 2**".
- H. The said **Plot No. 6+7, admeasuring about 3525.16 sq. mtrs.** as more particularly mentioned in the **First Schedule** hereunder and shall hereinafter be referred to as "**Project Land**" and. A copy of layout of said Project Land is hereto annexed and marked as "**Annexure 3**".
- I. As per the policy of NMMC, total Permissible FSI on the said Project Land is 17026.585 Sq.mt. ("**Total Permissible FSI**"). The Promoter received assessment order from the Navi Mumbai Municipal Corporation ("**NMMC**") and upon payment of necessary development charges and other related charges as assessed by the NMMC, Promoter consequently received the **Commencement Certificate vide Ref No. NMMC/TPO/ABP/3508/2024** dated **26/09/2024** for construction of One Building of Residential and Commercial units, consisting of Ground to 33<sup>rd</sup> Floor, and as more specifically mentioned in the **Second Schedule** hereunder along with Amenities as more particularly described in **Fourth Schedule**, thereby utilizing a total FSI of 16938.338 Sq. Mt. ("**Sanctioned FSI**") out of the Total Permissible FSI. The said building shall be developed under the name "**Kamdhenu Crown**, and shall hereinafter be referred to as the "**Project**"/ "**Building**". A copy of said "Commencement Certificate dated 26/09/2024" is hereto annexed and marked as "**Annexure - 4**" and the copy of Approved Plan showing the layout of the Project is hereto annexed and marked as "**Annexure - 5**".
- J. While sanctioning the plans, the NMMC has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter when developing the said Project on the said Project Land upon due

observance and performance of which the completion and occupation certificates in respect of the said Project shall be granted by NMMC.

- K. The Promoter has appointed \_\_\_\_\_ as **Architect** for the said Project, registered with the Council of Architect and having address at \_\_\_\_\_. The Allottee has perused the "Architect Certificate" and drawing certifying the carpet area of the said units along- with limited Utilities Area.
- L. The Promoter has appointed [●] **Engineers** having address at [●], for the preparation of the structural design and drawings of the Project and the Promoter has accepted the professional supervision of the Architect and the Structural Engineer till the completion of the Project.
- M. The Promoters has registered the said Project under the provisions of the RERA 2016 with Real Estate Regulatory Authority bearing registration no. [●]. A Copy of RERA registration Certificate is Annexed hereto as "**Annexure - 6** "
- N. Promoter has given inspection to the Allottee of all documents relating to the said Project Land and Project also The Allottee has demanded inspection from the Promoter the documents and list of amenities also the plans, designs and specifications prepared by the Promoter's Architects, Revenue Records, Development Permissions etc. and all other documents as specified under the RERA and the rules and regulations made thereunder.
- O. The Promoter has also given inspection of Title Certificate for the said Project Land issued by **KC & PARTNERS dated 28/09/2024**, a copy of which is hereto annexed and marked as "**Annexure - 7**". Upon demand by the Allottee, the Promoter herein has requested to the Allottee to carry out independent search by appointing his/her/their own Attorney/Advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee is fully satisfied with the title of the Promoter in respect of the said Project Land and the Promoter's right to construct the said Building thereon in accordance with the sanctions and approvals granted from time to time and sell / allot various units in the said Building to any person of its choice and the Allottee has agreed not to raise any requisitions on or objections to the same;
- P. The Allottee has approached the Promoter and offered to purchase a Flat / Shop/Office No. [●] admeasuring [●] Sq. mt. Carpet Area, on the [●] Floor, and as more particularly stated in the **Third Schedule** (hereinafter referred to as said "**Unit**") for a total consideration of **Rs. [●] (Rupees [●] only)** ("**Total Consideration**") in the said Project being constructed by the Promoter on the said Project Land and on the terms and conditions hereinafter appearing. In addition, and without any further monetary consideration, Allottee is also entitled to a deck area of [●] Sq. Mtrs., dry area of [●] Sq. Mtrs, being the ancillary area, all collectively admeasuring [●]

Sq. Mtrs. (the "**Utilities Area**"). It is unambiguously agreed and understood by the parties hereto that the Promoter has agreed to sell the said Unit on the basis of Carpet Area alone and the consideration mentioned herein is only for the Unit (on the basis of the Carpet Area). A copy of Floor Plan of the said Unit, is hereto annexed and marked as "**Annexure - 8**";

- Q. Since the Promoter has availed project finance from ABHFCLTD for the development of the Project Land from Lender and therefore, before execution of Agreement for Sale for the Said Unit, the Promoter has procured a No Objection Certificate ("NOC") issued by Lender for sale of the said unit (hereinafter referred to as "**the said NOC**"). Copy of the Said NOC by the Lender is hereto annexed and marked as Annexure - 9.
- R. For the purpose of this Agreement, "**Carpet Area**" shall mean as stated in the Real Estate (Regulation and Development) Act, 2016, with the rules thereunder ("**MAHARERA**"), being the net usable floor area of an apartment, excluding, the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- S. At and before the execution of these presents the Allottee has paid to the Promoter a sum of Rs. [●]/- (**Rupees [●] Only**) being "**Initial Booking Amount**" for the Purchase of the said Unit agreed to be sold by the Promoter to the Allottee, the receipt whereof the Promoter does hereby admit and acknowledge. The Allottee has agreed to pay to the Promoter, Balance Consideration, in the manner hereafter appearing to avoid DPC.
- T. The Promoter and allottee in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for Sale of the said Unit in favor of the Allottee, being in fact these presents and also to register said Agreement for Sale under the Registration Act, 1908, the Parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.
- U. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project.

**II. NOW THEREFORE, THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY**

AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

**1. DESCRIPTION OF "PROJECT LEASELAND" AND "PROJECT"**

- 1.1. The Promoter is fully seized and possessed of lease hold rights and well and sufficiently entitled to all that piece and Parcel of **Plot No. 6+7**, admeasuring about **3525.16 sq. mtrs.**, lying, being and situated at Sector-19, Node: Sanpada, Tal: Thane, District: Thane, as more particularly stated in the **First Schedule** hereunder and shall hereinafter be referred to as "**Project Land**" and a copy of layout of said Project Land is hereto annexed and marked as "**Annexure - 3**".
- 1.2. As per the policy of NMMC, total Permissible FSI on the said Project Land is **17026.585 Sq.mt.** ("**Total Permissible FSI**"). The Promoter received assessment order from the Navi Mumbai Municipal Corporation ("**NMMC**") and upon payment of necessary development charges and on installments and other related charges as assessed by the NMMC, Promoter consequently received the **Commencement Certificate vide Ref No. NMMC/TPO/ABP/3508/2024 dated 26/09/2024** for construction of one Building of Residential and Commercial units, consisting of **Ground Floor + 33<sup>rd</sup> Floors**, and as more specifically mentioned in the Second Schedule hereunder along with Amenities as more particularly described in Third Schedule, thereby utilizing a total FSI of **16938.338 Sq. Mt.** ("**Sanctioned FSI**") out of the Total Permissible FSI. The said building shall be developed under the name "**Kamdhenu Crown**", and shall hereinafter be referred to as the "Project"/ "Building". A copy of said "**Commencement Certificate dated 26/09/2024**" is hereto annexed and marked as "**Annexure 4**" and the plan showing the layout of the Project is hereto annexed and marked as "**Annexure - 5**".
- 1.3. The Promoter also declares that it hereby reserves full right and absolute authority to develop the said Project by utilization of benefits available under aforesaid UDCPR. 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 Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

**2. SALE OF UNIT**

- 2.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat / Shop/Office No. [●] admeasuring [●] Sq. mt. Carpet Area, on the [●] Floor, and as more particularly stated in the **Third Schedule** (hereinafter referred to as said "**Unit**") for a total consideration of **Rs. [●]/- (Rupees [●] only)** ("**Total Consideration**") in the said Project being constructed by the Promoter on the said Project Land and on the terms and conditions hereinafter appearing. In addition, and without any further monetary consideration, Allottee is also entitled to a deck area of [●] Sq. Mtrs., dry area of [●] Sq. Mtrs. being the ancillary area, all collectively admeasuring [●] Sq. Mtrs. (the "**Utilities Area**"). It is unambiguously agreed and understood by the parties hereto that the Promoter has agreed to sell the said Unit on the basis of Carpet Area alone and the consideration mentioned herein is only for the Unit (on the basis of the Carpet Area). A copy of Floor Plan of the

said Unit, is hereto annexed and marked as "Annexure 8-";

### 3. TOTAL CONSIDERATION AND PAYMENT SCHEDULE

3.1. The Allottee agrees and understands that timely payment towards purchase of the said Unit as per payment plan/schedule hereto is the essence of this Agreement. The Allottee has paid on or before execution of this Agreement a sum of **Rs. [●] (Rupees [●] only)** as "Initial Booking Amount" at the time of booking and hereby agrees to pay to that Promoter the balance amount of **Rs. [●] (Rupees [●] only)** in the following manner:

SR. NO.	PARTICULARS	PERCENTAGE	AMOUNT
1	ON BOOKING	10%	
2	ON COMMENCEMENT OF WORK	20%	
3	ON OR BEFORE COMPLETION OF PLINTH	10%	
4	ON OR BEFORE COMPLETION OF 1 <sup>st</sup> SLAB	5%	
5	ON OR BEFORE COMPLETION OF 5 <sup>th</sup> SLAB	5%	
6	ON OR BEFORE COMPLETION OF 7 <sup>th</sup> SLAB	5%	
7	ON OR BEFORE COMPLETION OF 10 <sup>th</sup> SLAB	5%	
8	ON OR BEFORE COMPLETION OF 15 <sup>th</sup> SLAB	5%	
9	ON OR BEFORE COMPLETION OF 20 <sup>th</sup> SLAB	5%	
10	ON OR BEFORE COMPLETION OF 25 <sup>th</sup> SLAB	5%	
	ON OR BEFORE COMPLETION OF 30 <sup>th</sup> SLAB	5%	
	ON OR BEFORE COMPLETION OF 33 <sup>rd</sup> SLAB	5%	
17	ON OR BEFORE COMPLETION TERRACE SLAB	5%	
18	ON OR BEFORE COMPLETION OF P.T.E.	4%	
19	ON PAINTING	3%	
20	ON POSSESSION	3%	
<b>AGREEMENT VALUE</b>		<b>100%</b>	

3.2. The parties acknowledges that the Payment schedule for different allottees may vary.

3.3. The Allottee shall be liable to pay and hereby agrees to pay to Promoter any statutory taxes (as made applicable or amended from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Allottee shall make over such payment to Promoter within 7 (Seven) days upon receiving a notice of demand (demand letter) from Promoter.

3.4. Any payments made by the Allottee to the Promoter shall be first appropriated towards GST/Taxes, then outstanding interest and balance if any, towards the principal sums of the instalments of the said Total Consideration. The Allottee

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

- 3.5. The Total Consideration is exclusive of contribution (being common maintenance charges as detailed in clause 14 of this Agreement) and of any statutory levies and taxes as are or will be applicable or payable hereunder in respect of the said Unit. The Allottee confirms and agrees that from the date of possession or OC whichever ever earlier when the said Unit is handed over to the Allottee, all such taxes, levies and contribution shall be borne and paid by the Allottee.
- 3.6. The Allottee shall deduct tax at source on the consideration amount at the prevailing rate, if applicable and furnish a TDS certificate to the Promoter within the time limit provided under Income Tax Act, 1961.
- 3.7. The receipt for the payments made by Allottee shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter.
- 3.8. The Total Consideration is escalation free, provided increasing cost of material is below inflation level save and except increases which the Allottee hereby agrees to pay, due to increase on 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said Notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 3.9. The Allottee shall make payment of the balance amount immediately upon it becoming due, without any delay or demur for any reason whatsoever, failing which the outstanding amount shall carry interest at such rates as prescribed in the law till the time of payment or realization.
- 3.10. Without prejudice to its rights and remedies under this Agreement, the Allottee hereby agrees that in the event that any portion of the Consideration is not paid by the Allottee within the time periods as set out in this Agreement, the Promoter shall have a charge lien on the said Unit to the extent of the unpaid amount or DPC
- 3.11. The Promoter has allowed a rebate in the purchase consideration and for early payments of the installments payable by the Allottee/s by discounting such early payments by which the respective installment has been preponed and/or

mutually worked out between the Promoters and the Allottee/s and accordingly the payments under 3.1 have been worked out by the Parties hereto. The Promoters have also arrived at the price taking into account the request of the Allottees for concessions and for passing on the benefit that the Promoters may receive towards input credit on the G.S.T. payments made and/or to be made by the Allottees and the Allottees having availed of the said concessions has agreed and undertaken not to claim any further benefit rebate or refund of any moneys as may be paid towards G.S.T.

#### 4. MODE OF PAYMENT

- 4.1. The Allottee/shall make all payments of the Total Consideration to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / electronic transfer any other instrument drawn in favour of \_\_\_\_\_, A/c No. \_\_\_\_\_, IFSC NO. \_\_\_\_\_, with \_\_\_\_\_ Bank, located at \_\_\_\_\_. In "\_\_\_\_\_", A/c No. \_\_\_\_\_, IFSC NO. \_\_\_\_\_, with \_\_\_\_\_ case of any financing arrangement entered by the Allottee with any financial institution for availing loan with respect to the said Unit, the Allottee undertakes to direct such financial institution to disburse/pay all such amounts towards Total Consideration due and payable to the Promoters through an account payee cheque/ demand draft / wire transfer / any other instrument drawn in favour of \_\_\_\_\_ Bank Ltd, located at \_\_\_\_\_. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Unit and shall be construed as a breach on the part of the Allottee. In case of change of bank account number as mentioned above, the Allottee shall make payment as conveyed by Promoters in writing to the Allottee.

#### 5. INTEREST ON UNPAID DUE AMOUNT

- 5.1. Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % with monthly interests, on all the amounts which become due and payable by the Allottee to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee from time to time or on completion of the said Project, and the Allottee has agreed to pay the same as and when demanded before the possession of the said Unit.

#### 6. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE

- 6.1. The Promoter has disclosed the title of the said Project as well as encumbrances, i.e.

the project finance availed from Aditya Birla Finance Limited, known to the Promoter in the title report of the advocate annexed hereto. The Promoter has also disclosed to the Allottee nature of its right, title and interest and the Allottee acknowledges and agrees that the title to the Flats is based on the Leasehold rights granted by CIDCO. The Promoter shall provide a copy of the lease agreement and any related documents upon request of the Allottees. The Promoter has also disclosed their right to construct the said Project, and also given inspection of all documents to the Allottee as required by the law. The Allottee having acquainted himself/herself/themselves with all facts and right of the Promoter and after being satisfied with the same has entered into this Agreement.

## 7. RESERVATION FOR PARKING:

7.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking/ garage space at \_level basement/podium/stilt/mechanical car parking unit bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth x \_\_\_\_\_ ft. vertical clearance, being constructed in the layout for the total consideration of Rs. \_\_\_\_\_/- (Rupees Only).

OR

The Allottee has requested to the Promoter for allotment of an open parking space and the Promoter hereby agrees to allot to the Allottee an open parking space bearing no. \_\_\_\_\_, admeasuring \_\_\_\_\_ Sq. Ft., having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth, without consideration.

(The Car Parking Sanction Plan is appended hereto as "Annexure -10" and the car parking Slot/s allotted/reserved for the Allottee is demarcated by the Red Colour Boundary Lines in the said Car Parking Sanctioned Plan)

The Parking is subject to the final building plan approved by NMMC at the time of grant of Occupancy Certificate and exact parking shall be allotted at the time of possession on the basis of final approved plan.

Allottee is aware that **Stilt/Stack/Mechanical/Robotic Parking** reserved for the Allottee involves or may involve operation of one or more machine/s for parking and removing cars and the same could be time-consuming and the Allottee acknowledges that the Allottee has no objection to the same. The Allottee is aware that the **Stilt/Stack/Mechanical/Robotic Parking** may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots.

The Allottee hereby confirms that the Allottee has no objection to the aforesaid and that the Allottee shall not park his/her/their car/s at any other place other than specifically designated for the parking of the vehicles of the Allottee. The Allottee hereby agrees and undertakes that the Allottee shall bear the costs and

expenses of the maintenance of the **Stilt/Stack/Mechanical/Robotic Parking** and also keep such valet parking facility at his/her/their costs for parking or removal of cars from the **Stilt/Stack/Mechanical/Robotic Parking**. The Allottee shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of the **Stilt/Stack/Mechanical/ Robotic** Parking or valet parking facility or on any other ground whatsoever and howsoever arising.

The Allottee is aware that the Parking Space/s are provided by the Promoter to the Allottee without consideration. The Allottee will be bound to abide with the rules and regulations as may be framed in regard to the Parking Space/s, by the Promoter and/or the Society. The Allottee hereby agree/s and undertake/s to pay all outgoings in respect of the Parking Space/s as may be levied by the Promoter and/or the Society.

## **8. SPECIFICATIONS AND AMENITIES**

- 8.1. The specifications and Amenities of the Unit/common amenities in the project, to be provided by the Promoter in the said Project are those that are set out in the \_\_\_\_\_ **Schedule** hereunder. In the Project considering the maintenance and the stability of the building and internal structures, it is herein specifically informed by the consultant of the Promoter to not allow any internal changes. Therefore, as per the policy adopted by the Promoter, there shall be no customization permitted inside the said Unit such as civil, electrical, plumbing etc. violation of this will result in termination of guarantee of defect liability.
- 8.2. The Allottee shall be bound by the post possession Rules and Policy as adopted by the Promoter for the said Project and shall sign and execute such necessary documents, declarations, affidavits, possession booklet, and indemnities as may be required by the Promoter for the common good and welfare of the said Project and to safeguard the rights of the Promoter.
- 8.3. The promoter agrees to provide parking allotment, access to the clubhouse, and other amenities free of charge to the Allottee.

## **9. POSSESSION OF THE UNIT**

- 9.1. **Schedule for possession of the said Unit:** The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement subject to receipt of Total Consideration and dues of the Promoter and taxes thereon are paid by the Allottee in respect of the said Unit. In terms of these presents, the Promoter, based on the approved plans and specifications, assures to hand over possession of the said Unit by or before **31/12/2029**.
- 9.2. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the Unit is 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.

9.3. **Procedure for taking Possession:** The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Allottee intimating that the said Unit is ready for use and occupation. The Allottee herein shall inspect the said Unit in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of Total Consideration and dues to the Promoter as per terms and conditions of this Agreement and take the possession of the said Unit within 15 (Fifteen) days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

The Allottee shall take possession of the Apartment within 15 (Fifteen) days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.

The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project. The Allottee agrees to pay the maintenance charges as demanded by the Promoter/common organization of Allottees, as the case may be and/or any such outstanding amounts as may be due and payable by the Allottee towards Total Consideration payable to the Promoter under this Agreement.

9.4. **Failure of Allottee to take Possession of Unit:** Upon receiving a written intimation from the Promoter as per clause above, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Unit to the Allottee. In case the Allottee fails or commits delay in taking possession of said Unit within the time provided in clause above, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Unit and the Promoter shall not be liable for the maintenance, wear and tear of the said Flat.

## 10. TIME IS ESSENCE

- (i) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Unit to the Allottee and the common areas to the common organization of the Allottees after receiving

the Occupancy Certificate or the Completion Certificate or both as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as per payment table in this Agreement on or before the date mention

## 11. TERMINATION OF AGREEMENT

11.1. Without prejudice to the right of Promoter to charge interest in terms of clause no. 5 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.

11.2. Provided that, Promoter shall give notice of 15 (fifteen) days in writing to the Allottee by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

11.3. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of liquidated damages and or any other amount which may be payable to Promoter), till the date of termination and shall refund the balance amount is any, to the Allottee, within a period of 30 (thirty) days of termination.

11.4. Liquidated damages shall means and include following deductions:

- i) 10% of the Purchase Price (which is to stand forfeited to the Promoter upon the termination of this Agreement);
  - ii) The taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Apartment upto the date of termination of this Agreement;
  - iii) Processing fee and brokerage paid if any etc. in respect of the said Apartment;
  - iv) The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
  - v) In the event of the resale price of the said Apartment to a prospective purchaser is less than the Purchase Price mentioned herein, the amount of such difference;
- and

vi) The costs incurred by the Promoter in finding a new buyer for the said Apartment. The Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon the termination, the Allottee/s hereby agree to forgo all their right, title and interest in the Said Unit and that any and all amounts paid towards GST/taxes, stamp duty, registration charges, legal expenses, etc shall stand forfeited. The decision of the Promoter in this respect shall be final and binding upon the Allottee, which the Allottee/s agrees and undertakes not to dispute in any manner whatsoever.

It is agreed and understood that after deducting the total amount of liquidated damages and non-refundable amount(s), the balance amount if any shall be refunded to the Allottee/s and that too simultaneously upon Allottee/s executing and registering the deed of cancellation of this agreement, which deed Allottee/s shall be liable to execute and register within 15 days from the date of termination notice, failing which the Promoter shall be entitled to proceed to execute/register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/registration shall not prejudice the cancellation and/or the Promoter's right to forfeit and refund the balance to the Allottee/s and the Promoter's right to sell/transfer the Apartment including but not limited to car park(s) to any third party. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Apartment and/or Car Park(s) and/or the Project and/or the Project Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this Clause shall survive termination of this Agreement.

## **12. DEFECT LIABILITY**

12.1. If within a period of 5 (five) years from the date of handing over the Unit to the

Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Unit or the Building in which the Unit is situated 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 Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

- 12.2. Provided further that it shall be the sole and absolute responsibility and liability of the Allottee to maintain the said Unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said unit are regularly filled with white cement/epoxy to prevent water seepage.
- 12.3. Provided further that the Allottee/s shall not carry out any alterations of whatsoever nature in the said unit and in specific the structure of the said Apartment of the said building which shall include but not limited 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 water, if any of such works are carried out without the written permission of the Promoter the defect liability automatically shall become Nil. The word defect here means only the structural defect(s) caused on account of wilful neglect on the part of the Promoter and shall not mean defect(s) caused by normal wear and tear and by negligent use of Apartment by the occupants, vagaries of nature, etc. That the Allottee/s has/have been made aware and that the Allottee/s expressly agrees that the regular wear and tear of unit/building 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 and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Apartment/building and in the workmanship executed keeping in mind the aforesaid agreed Clauses of this Agreement. This report must be submitted to the Promoter within 5 years period and report submitted beyond this period will not be considered. The Allottee/s is/are aware that the leakage of water from the toilets, bathrooms and kitchen may happen in said premises as well from the neighboring and upper premises. Leaked water or moisture is likely to appear on the wall of the said premises, and that may deteriorate the painting and plaster on the walls. The Allottee/s is/are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety and workmanship measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with

construction. The Allottee/s agrees that the Promoters shall not be liable for any damage in the said premises due to leakage of water and its various other after-effects. The Allottee undertake to take reasonable care of the said unit as well the building post possession by following the Rules and Regulations as laid out in the possession formalities of the Promoter.

- 12.4. Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the Defect Liability period and such warranties are covered under the maintenance of the said Unit/ Building, and if the comprehensive annual maintenance contracts are not renewed by the Allottee the Developer shall not be responsible for any defects occurring due to the same.
- 12.5. That the said Building/Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the contractors, sub-contractors, suppliers of various materials, the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts upto the expiry of warranty period so as it to be sustainable and in proper working condition to continue warranty in both the Unit and the common building amenities wherever applicable.
- 12.6. Defects in fittings and fixtures are not included therein and are subject to individual warranties provided by the manufacturers of such fittings and fixtures in this regard and the Promoter shall not be responsible for the same. Above fittings and fixtures have to be operated / used by the persons with due diligence and with adequate observance of safety standards. The Allottee and the society to be formed, shall always ensure that the aforesaid facilities will be maintained periodically by qualified agencies.

### 13. FORMATION OF COMMON ORGANISATION FOR THE PROJECT

- 13.1. Considering the Promoter herein is carrying on the construction/development on the said Project as aforesaid and further to carry out the maintenance of Project and common external amenities and facilities more conveniently, there shall be an common organization of Allottees as a Co-operative Society or Company (hereinafter referred to as "**Common Organization**") which may be formed by prevailing local laws as may be applicable to the said Project, which the Promoter shall decide as suitable for the Flat holders in the said Project..
- 13.2. The Allottee along with other Allottees of Unit in the Project shall join in forming and registering the said Common Organization 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 Common Organization

for becoming a member, including the bye-laws of the proposed Common Organization and duly fill, sign and return to the Promoter within 7 (Seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Common Organization 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 such Common Organization, as the case may be, or any other competent authority.

Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project.

Where a Co-operative Housing Society or a Company or any other legal entity of Allottees is to be constituted for a single building not being part of a layout; or in case of layout of more than 1 Building or a Wing of 1 Building in the layout, the Promoter shall submit the application in that behalf to the Registrar for registration of the Co-Operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within three months from the date on which 51 % (Fifty-one percent) of the total number of Allottees in such a Building or a Wing, have booked their Apartment.

Where a Promoter is required to form an Apex Body either as a Federation of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities or as a Holding Company of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities, then the Promoter shall submit an application to the Registrar for registration of the Co-Operative Society or the Company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed. Such application shall be made within a period of three months from the date of the receipt of the Occupancy Certificate of the last of the building which was to be constructed in the Layout.

- 13.3. The Promoter shall, within three months of registration of the Common Organization or the receipt of Occupancy Certificate, as aforesaid, cause to be transferred to the said Common Organization all the right, title and the interest of the Promoter in the said structure of the building in which the said Unit is situated.
- 13.4. The Promoter shall, within three months of registration of the Common Organization or the receipt of Occupancy Certificate as aforesaid, cause to be transferred to the said Common Organization, all the right, title and the interest of the Promoter in the Project Land on which the building with multiple wings or buildings are constructed. As per Clause No.7 of Agreement to Lease dated 23/11/2023 for Plot No. 6+7 bearing Registration Document Serial No. TNN-6/16539/2023 executed between the Corporation and the Promoter and all the terms and conditions of the Agreement to Lease are applicable to the Promoter.

The Corporation will grant and the Promoter will accept lease of the said plot and the building erected thereon for the term of 60 years from the date of Agreement to Lease at present the yearly rent of Rupees One hundred only. The Promoter shall further, within 3 months of receipt of Occupancy Certificate, execute or cause to execute a Deed of Assignment/Lease Deed in favour of Society/ Limited Company for the period of 60 years from the date of Agreement to Lease, as per Clause No.7 of Agreement to Lease executed on 23/11/2023.

#### 14. COMMON MAINTENANCE CHARGES

- 14.1. After the Promoter gives intimation in writing to the Allottee that the said Unit is ready for use and occupation, the Allottee shall be liable to pay for proportionate shares of outgoings to local authority and/or Government such dues shall be paid within 15 (fifteen) days of such intimation in respect of the said Project Land and Project namely water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security, sweepers and all other expense necessary and incidental to the management and maintenance of the Project of the said Land. Such proportionate share of expense shall be calculated on the basis of carpet area of the said Unit.
- 14.2. The Allottee/s shall also pay his/her/their share of insurance premium to keep the building insured against loss/damage by fire, natural disasters and accidents and to get an insurance policy in a sum equivalent to the total Sale Price of all the Apartments/Units, in the said Building with a Company to be approved by the Promoter and the proof for the same must be provided annually to the homeowners of the Common Organization. All the monies as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever the said damage for any reason whatsoever, the Allottee/s shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as no such destruction or damage has happened. The Allottee/s shall pay his/her/their proportionate share of expenses for keeping the said Building in good and substantial repairs and condition to the satisfaction.
- 14.3. The Allottee agrees to utilize the common areas solely for their designated purposes and shall refrain from obstructing, misusing, or otherwise interfering with the intended use of such areas. The Allottee shall pay to the Promoter advance maintenance /deposit of **Rs. [●]- (Rupees [●] Only)** exclude applicable GST as common maintenance charges for upkeep and maintenance of common areas and facilities in the said Building (like electricity of common areas, security, property tax, maintenance of common areas, salaries) until conveyance/assignment of leasehold rights of said Land is executed in favor of the Common Organization, subject to a maximum period of 18 (eighteen) months from the date of notice specified herein. The amounts so paid by the Allottee to the

Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease rights is executed in favor of the Common Organization as aforesaid along with applicable GST AND TAXES. The Allottee undertakes to pay such contribution within 15 (Fifteen) days of receiving notice that the said Unit is ready for possession and shall not withhold the same for any reason whatsoever. Provided that if the Allottee does not pay its share of the common maintenance charges within 15 (Fifteen) days of receiving the notice of demand in this regard then the Promoter shall be entitled to levy interest on such delayed payment from the date when the payment is due till the date of actual payment, as prescribed under MAHA RERA and rules made thereunder. The aforesaid maintenance charges are only indicative and not exhaustive in nature. The actual amount of maintenance to be charged may vary depending upon the cost of maintenance of the project at the time of possession of the apartments/at the time of receipt of Occupancy Certificate.

14.4. The Allottee agrees to enter into a yearly maintenance contract with certified professionals for the upkeep of fire safety systems, electrical wiring, HVAC, plumbing, and other essential installations. The promoter's liability for the functioning of these systems is limited to their proper working condition at the time of possession. Failure to maintain these systems will void the promoter's liability for safety and functional defects." Further it is a responsibility of the Association of Flat Holders to maintain the Fire safety system and keep fire safety equipment's in the said unit and shall preserve and maintain the periodical structural audit reports and carry out fire safety audits at regular intervals as per the requirement of the Chief Fire Officer and the Promoter shall not be responsible for any safety issues once the society is handover to the Common Organization.

14.5. That the Promoter shall not be liable to repair or maintain the common areas like staircase, lifts, lobbies if these are damaged by the Allottee while shifting goods or while getting interior work done in the Unit purchased. The Allottee shall be liable to restore the original position of damaged areas at his own cost and effort.

14.6. Where the Allottee has to make any payment in common with other allottees in said Project, the same shall be in proportion which the carpet area of the said Unit bears to the total carpet area of all unit in the said Project.

14.7. The Promoter shall be liable to maintain a separate bank account for the purpose of collecting the above-mentioned deposit and yearly/monthly maintenance charges along with applicable GST. All expenses towards maintenance shall be paid from such bank account till the Common Organization is formed and thereafter such bank account shall be closed and entire accounts and amount if any therein shall be handed over by the Promoter to the Common Organization. In case of any deficit in the account the Promoter shall be entitled to collect the deficit proportionately from the Common Organization before conveyance /assignment of lease of said Land GST.

- 14.8. All costs, charges and expenses in connection with the formation of Common Organization, the professional cost of the Advocates or Solicitors for preparing all legal documents shall be borne by the Allottee in proportion to the carpet area of the said Unit. The Promoter shall contribute towards such expenses only to the extent of unsold Unit which are retained by the Promoter.
- 14.9. At the time of registration of conveyance or assignment of lease of the structure of the Building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Common Organization on such conveyance or assignment of lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance or lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the Common Organization on such conveyance or lease or any document or instrument of transfer in respect of Common Organization.

## 15. PAYMENT OF TAXES, CESSSES, OUTGOINGS

- 15.1. The Allottee herein is well aware that the Government of India has imposed GST on construction cost and which construction cost is to be determined as provided under the aforesaid act. The responsibility to pay the aforesaid tax from time to time to the Government has been imposed on the Promoter and hence it is agreed between the parties hereto that the Allottee herein shall bear and pay the aforesaid tax amount on every instalment of payment of Total Consideration on time.
- 15.2. If at any time, after execution of this Agreement, GST is imposed/increased under respective statute by the Central and State Government respectively and further at any time before or after execution of this Agreement, any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called is levied or recovered or becomes payable under any statute/rule /regulation/notification/order either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said Unit or this Agreement or the transaction herein, the same shall exclusively be paid/borne by the Allottee. The Allottee hereby, always indemnifies the Promoter from all such levies, cost and consequences, provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- 15.3. Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee that the Flat 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 Unit) of outgoings in respect of the Project Land and Project namely local taxes, betterment charges or such other levies by the concerned local authority and/or

Government water charges, insurance, electricity usage, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Land and Project. Until the Common Organization is formed and the said structure of the building is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building is executed in favour of the Common Organization as aforesaid. On such conveyance/assignment or lease being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Common Organization, as the case may be.

- 15.4. Notwithstanding anything stated herein above, the liability to pay the aforesaid taxes, Additional lease premium at the time of conveyance outgoings, other charges etc. will always be on Allottee of the said Unit and if for whatsoever reason, the respective Recovering Authority recovers the same from the Promoter then in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee along with interest and Allottee herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee in writing. It is further specifically agreed that aforesaid encumbrance shall be on said Unit being first charge of the Promoter. The Allottee herein with due-diligence has accepted the aforesaid condition

## **16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allottee as follows:

- 16.1. The Promoter has clear and marketable title with respect to the said lease Land as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the Land and also has actual, physical and legal possession of the Land for the implementation of the Project.
- 16.2. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.
- 16.3. There are no encumbrances upon the Land or the Project except the project finance availed from Aditya Birla Finance Limited and as is disclosed in the title report;
- 16.4. There are no litigations pending before any Court of Law with respect to Land or Project except those disclosed in the title report.

- 16.5. The Promoter has disclosed all drawings, sale plans, other drawings as given to the Promoter by the appointed Architect, Structural Consultants and any other consultants appointed by the promoter to the Allottee and the Allottee is aware that professional liability has been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the Allottee and based on these said details of the drawings any of the calculations and areas shown, the Allottee has agreed to take the said Unit.
- 16.6. All approvals, licenses and permits issued by the competent authorities with respect to the Project 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 shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas.
- 16.7. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein may prejudicially be affected Cover us how we are doing lease land into agreement to sale
- 16.8. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement.
- 16.9. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement.
- 16.10. At the time of execution of the conveyance deed/assignment of the structure to Common Organization of Allottees, Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project to the Common Organization of the Allottees.
- 16.11. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever payable with respect to the said Project to the competent authorities Same will praposenatly recover from allottee.
- 16.12. 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 Land) has been received or served upon the Promoter in respect of the Land and/or the Project.

16.13. The promoter shall not be held responsible for any delays in obtaining approvals, clearances, or permissions from government authorities as per the Ease of Doing Business framework

**17. COVENANTS AS TO USE OF SAID UNIT**

The Allottee with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter as follows for the said Unit and also the said Project in which the said Unit is situated:

17.1. It is further agreed by the Allottee that air conditioners, coolers etc. shall be installed by the Allottee at places earmarked or approved by the Promoter and nowhere else. The Allottee shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The Allottee is responsible for ensuring that all electricals, Plumbing and HVAC systems shall be maintained as per the guidelines provided by developer and failure on part of Allottee to do so, the Promoter shall not be liable for any defects or damages caused by tampering, unauthorized repairs by Allottee, the Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17.2. To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the Unit is taken and shall not do or suffer to be done anything in or to the Building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

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

17.4. To carry out at its own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Building in which the Unit is situated or the Unit which may be contrary to the rules and

regulations and byelaws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- 17.5. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the Unit is situated and shall not chisel/ core-cut or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Unit without the prior written permission of the Promoter and/or the Common Organization.
- 17.6. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Land and the Building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 17.7. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Land and the building in which the Unit is situated.
- 17.8. Pay to the Promoter within 15(fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Unit is situated.
- 17.9. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Allottee for any purposes other than for purpose for which it is sold.
- 17.10. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- 17.11. The Allottee shall observe and perform all the rules and regulations which the Common Organization 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 Unit 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 shall also observe and perform all the stipulations and conditions laid down by the Common Organization regarding the occupancy and use of the said Unit 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.

- 17.12. Till the conveyance of the structure of the building in which said Unit is situated is executed in favour of Common Organization, 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 said building or any part thereof to view and examine the state and condition thereof.
- 17.13. The Promoter and/or its agent shall at all times be allowed to enter the said Building and the Project Land to show the unsold Units in the said Building to potential buyers until such time all units are sold.
- 17.14. That the Allottee shall indemnify and keep indemnifying the Promoter towards or against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee.
- 17.15. That nothing herein contained shall construe as entitling the Allottee any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc. of the remaining portion of the proposed Project layout it any unless specifically agreed and consideration dispensed by the Allottee to the Promoter in this regard.
- 17.16. That the Allottee shall use the said Unit for the purpose of residential / commercial use. That the parking spaces allotted to the Allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle. That this has been clearly made aware to the Allottee and the same has been agreed by the Allottee to follow. Promoter shall also be entitled to car parking reserved for the unsold Units and the society or Allottee shall not stake claim on such parking. The promoter shall also be entitled to allot parking areas situated or to be situated in the said building/s and/or upon any portion of the Said Land to anyone else in any manner whatsoever and such allottee/s shall be entitled to use their parking space and the Allottee/s shall not take any objection of any nature in that regard. Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor i.e. other than the Unit Allottee of said Unit. The Society shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter.
- 17.17. The Allottee acknowledges that, upon the expiration of the lease term, the property may be renewed or other conditions as stipulated by CIDCO. The Allottee further agrees to adhere to all terms and conditions set forth in the lease

agreement.

17.18. The Allottee hereby agrees to adhere to all applicable regulations and requirements pertaining to the leasehold status including, but not limited to, any tax obligations or implications that may arise in connection with the leasehold arrangement

17.19. The Allottee is responsible for ensuring regular pest control within the unit and proper waste disposal in compliance with provided systems. The promoter is not liable for damage or infestations caused by neglect or improper waste management."

17.20. The Promoter has informed the Allottee/s and the Allottee/s is/are aware that the promoter has appointed a contractor and the promoter contractor assures the Promoter that all the construction work will be performed in a professional manner, adhering to industry standards. The Contractor shall provide a performance warranty for the workmanship, guaranteeing any defects or deficiencies. This provision clearly delineates the Contractor's responsibilities and ensures accountability for the quality of workmanship delivered.

17.21. The Promoter has informed that will not be liable for any delay caused due to 'Maharashtra Electricity Distribution Co. Ltd.' defaulting/delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or such other service connections necessary for occupying the said unit. The Allottee hereby indemnifies the Promoter from any claims made for delay on the above count.

## **18. RESTRICTIVE COVENANT**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit unless all amounts as agreed upon in this Agreement are paid by the Allottee to the Promoter and unless this Agreement is duly stamped under the Maharashtra Stamp Act, 1958 and registered under the Registration Act, 1908. The Allottee shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him. All open spaces, amenities, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the Land is conveyed to the common organization of Allottees.

## **19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

The Allottee hereby grants their permission to the Promoter for availing such loan and /or financial assistance on such terms and conditions as the Promoter may deem fit and proper subject to the repayment thereof by the Promoter. After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said Unit 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 Unit.

**20. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers 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 and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**21. SEPARATE ACCOUNT FOR SUMS RECEIVED**

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee towards total consideration of the said Unit and as advance or deposit, sums received on account of the share capital for the formation of the Common Organization, towards the out goings, legal charges etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee and utilize the same as contemplated and permitted under the said act and rules and regulations made thereunder.

**22. NAME OF THE PROJECT**

22.1. Notwithstanding anything contained anywhere in this Agreement, it is specifically agreed between the Parties hereto that, the Promoter herein has decided to have the name of the Project " **Kamdhenu Crown**" or as decided by the Promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on the building and at the entrances of the scheme. The Allottees in the said Project or proposed Common Organization are not entitled to change the aforesaid Project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

22.2. The Promoter is also entitled to put/fix permanent attractive signboard, glow sign, name of the building, name of the Project and brand name of the Promoter at the gate and/or on the Land and/or on the Building.

**23. NOTICE**

23.1. Upon an installment becoming due, the Promoter shall issue a notice of Demand cum Invoice giving maximum 15(fifteen) days' time from date of notice to Allottee for making the payment of installment. The said notice of demand shall be accompanied by certificate from the architect certifying the satisfactory completion of the stage of work for which the payment is due.

23.2. All notices including notice of demand to be served on the Allottee by the Promoter as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Allottee and the Promoter by Registered Post A.D/ Speed Post and notified mail ID at their addresses specified below. Such delivery of mail or dispatch of post shall be treated as sufficient compliance from the Promoter. Thereafter, the Allottee shall be barred from claiming the non-receipt of the notice of demand.

Name & Address (Allottee) [●]

Email: [●]

Name & Address (Promoter)

M/s. KAMDHENU GREEN

Address: 1603-1606, Kesar Solitaire, Plot No. 05, sector 19, Sanpada, Navi Mumbai-400 705

Email: \_\_\_\_\_

23.3. It shall be the duty of the Allottee and the Promoter 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 promoter or the Allottee, as the case may be.

23.4. Upon handing over of the possession of the Unit to the Allottee under this Agreement, all the notices on the Allottee shall be served at the address specified hereinabove unless there is a specific written request to revise the address for communication.

## 24. ENTIRE AGREEMENT

24.1. This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit.

## 25. RIGHT TO AMEND

25.1. This Agreement may only be amended through 23.1 written consent of the Parties.

**26. MEASUREMENT OF THE CARPET AREA OF THE SAID UNIT**

26.1. The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Flat 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 3 (three) percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the Project. If there is any reduction in the Carpet Area within the defined limit then Promoter shall refund the excess money paid by Allottee 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. 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 per square meter as agreed in this Agreement.

**27. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES**

27.1. 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 said Project shall equally be applicable to and enforceable against any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

27.2. That the Allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Promoter in turn for which no conveyance/assignment of lease has occurred to the ultimate Common Organization expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee to the Promoter for the same; save and except his right to enjoy and use the Unit purchased by him and any other rights given by the Promoter to the Allottee for which consideration has been dispensed.

**28. SEVERABILITY**

28.1. 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.

**29. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED**

## **TO IN THE AGREEMENT**

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

## **30. FURTHER ASSURANCES**

30.1. 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.

## **31. PLACE OF EXECUTION AND REGISTRATION OF THIS AGREEMENT**

31.1. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. The Promoter herein shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee

will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

31.2. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/ assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and both Parties will attend such office and admit execution thereof.

## **32. WAIVER NOT A LIMITATION TO ENFORCE**

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

## **33. JOINT ALLOTTEES**

That in case there are joint allottees, they shall be considered as joint and severable Allottees for the purpose of these clauses in this Agreement and all communications shall be sent by the Promoter 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.

**34. STAMP DUTY AND REGISTRATION**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

**35. 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 \_\_\_\_\_ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

**36. GOVERNING LAW AND JURISDICTION**

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. All disputes concerning this Agreement shall be subject to the jurisdiction of courts in Navi Mumbai.

**37. INVESTOR CLAUSE**

In the event, Allottee has purchased the said Unit as an Investor and intends to sell the said unit within a period of 3 (three) years from the date of this Agreement, then in such case, Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 1958. Without prejudice Payment schedule may veery for investor to the Allottee's right as an Investor, the Allottee may continue to hold the said Unit like any other Allottee if he does not sell it within 3 (three) year.

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

**FIRST SCHEDULE  
PROJECT LAND**

All that piece and parcel of land bearing Plot No. 6+7, area admeasuring about 3525.16 sq. mtrs., lying, being and situated at Sector-19, Node: Sanpada, Tal: Thane,

Dist: Thane, Navi Mumbai , bounded as follows:

On or towards North by : 22.00 mtrs. Wide Road On or  
towards South by: 35.0 M Wide MSEB Power  
Corridor  
On or towards West : Plot No. 8  
by On or towards : 22 M Wide Road  
East by

**SECOND SCHEDULE  
(BUILDING)**

1 (One) Building of Residential and Commercial units, consisting of \_\_\_\_\_, utilising FSI of \_Sq. Mt. ("Sanctioned FSI") out of \_Sq.mt. ("Total Permissible FSI") known under the name and style of " **Kamdhenu Crown** "

**THIRD SCHEDULE (UNIT)**

Flat / Shop/Office [●] admeasuring [●] Sq. mt. Carpet Area, on the [●] Floor, (hereinafter referred to as said "**Unit**") along with Car Parking No. [●] ("**Car Parking Space**") situated at \_\_\_\_\_ along with deck area of [●] Sq. Mtrs., dry area of [●] Sq. Mtrs, without any monetary consideration being the ancillary area, all collectively admeasuring [●] Sq. Mtrs (the "**Utilities Area**").

**FOURTH SCHEDULE**  
**(List of Amenities)**

**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
1.	Fitness Centre/ Club House/ Gymnasium	31/12/2029	31/12/2029	229.481 Sq.m.
2.	Creche	31/12/2029	31/12/2029	27.465 Sq.m.
3.	Society Office	31/12/2029	31/12/2029	30.218 Sq.m.
4.	Sanitary Block/ Steam/ SPA/ Changing Room	31/12/2029	31/12/2029	108.520 Sq.m.
5.	Drivers Room	31/12/2029	31/12/2029	16.705 Sq.m.
6.	Swimming Pool	31/12/2029	31/12/2029	441.626 Sq.m.
7.	R.G. 1 & 2 (on Podium Landscape Level)	31/12/2029	31/12/2029	1533.468 Sq.m.
8.	Entrance Lobby (Ground Level)	31/12/2029	31/12/2029	133.860 Sq.m.
9.	Staircase & Lift Lobby	31/12/2029	31/12/2029	113.655 Sq.m.

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

	Type of facilities/ amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i.	Entrance Lobby (Ground Level)		31/12/2029	31/12/2029	133.860 Sq.m.	FSI Utilized
ii.	Fitness Centre/ Club House/ Gymnasium		31/12/2029	31/12/2029	229.481 Sq.m.	FSI Utilized
iii.	Creche		31/12/2029	31/12/2029	27.465 Sq.m.	FSI Utilized
iv.	Society Office		31/12/2029	31/12/2029	30.218 Sq.m.	FSI Utilized
v.	Sanitary Block/ Steam/ SPA/ Changing Room		31/12/2029	31/12/2029	108.520 Sq.m.	FSI Utilized
vi.	Drivers Room		31/12/2029	31/12/2029	16.705 Sq.m.	FSI Utilized
vii.	Swimming		31/12/2029	31/12/2029	441.626 Sq.m.	free of FSI

	Pool					
viii.	R.G. 1 & 2 (on Podium Landscape Level)		31/12/2029	31/12/2029	1091.842 + 441.626 (Swimming pool) = 1533.468 Sq.m.	free of FSI

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

	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.	Garden (on Ground)		31/12/2029	31/12/2029	102.658 Sq.m.	free of FSI

**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.**

	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.	R.G. 1 & 2 (on Podium Landscape Level)		1533.468 Sq.m.	31/12/2029	31/12/2029
ii	Garden (on Ground)		102.658 Sq.m.	31/12/2029	31/12/2029

**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 (mtr/sec)
i.	Passenger	3	10 Persons / 680 kg (Each Lift)	2.5
ii	Fire evacuation	1	10 Persons / 1000 kg (Each Lift)	2



LIST OF ANNEXURES:

Sr. No.	Annexure	Document
1.	Annexure <u>1</u>	A copy of Index 2 of said Agreement to Lease for Plot No. 6+7 dated <b>23/11/2023</b> ,
2.	Annexure <u>2</u>	Copy of Index II of the said Mortgage Deed (without possession) dated <b>17/01/2024</b>
3.	Annexure <u>3</u>	A copy of layout of said Project Land is hereto annexed and marked as " <b>Annexure 3</b> "
4.	Annexure <u>4</u>	A copy of said "Commencement Certificate dated <b>26/09/2024</b> "
5.	Annexure <u>5</u>	A Copy of Approved Layout Plan
6.	Annexure <u>6</u>	A Copy of RERA registration Certificate
7.	Annexure <u>7</u>	Copy of Title Certificate dated _____
8.	Annexure <u>8</u>	A copy of Floor Plan of the said Unit
9.	Annexure <u>9</u>	Copy of the Said NOC by the Lender
10.	Annexure <u>10</u>	Copy of Car Parking Sanctioned Plan

SIGNED AND DELIVERED BY WITHIN NAMED "PROMOTER"	SIGNATURE	PHOTOGRAPH	LEFTHANDTHUMBIMPRESSION
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<p>M/s. KAMDHENU GREENS bearing PAN AAWFK1073D through its Partner MR. SURINDER ANANTRAM SABHLOK PAN: ABYPS6162L And MR. CHIRAG KIRIT SHAH PAN: AALPS7693C</p>			
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<p>M/s. KAMDHENU GREENS bearing PAN AAWFK1073D through its authorized Partner</p>			
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<p>PAN:</p>			
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SIGNED AND DELIVERED BY WITHIN NAMED "ALLOTTEE"	SIGNATURE	PHOTOGRAPH	LEFTHANDTHUMBIMPRESSION
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[Name of Allottee] PAN [●]			
<b>IN PRESENCE OF:</b> 1.  2.			

Housiey.com

**PAYMENT RECEIPT**

Received from [●] on this [●] date a sum of Rs. [●]/- (Rupees [●] Only) vide Cheque No. "[●]" drawn on [●] Bank, dated [●] as and by way of Initial Booking Amount out of the Total agreed Consideration of Rs. [●]/- (Rupees [●] Only) in respect of the purchase of Flat / Shop No. [●], admeasuring [●] carpet area, and Deck Area of [●] Sq. Mtrs., Dry Area of [●] Sq. Mtrs, being the ancillary area, on the [●] Floor, (herein after referred to as "the said Unit") in the said Project known as "\_\_\_\_\_", being constructed on Plot No. 6+7, admeasuring about 3525.16 sq. mtrs., lying, being and situated at Sector-19, Node: Sanpada, Tal: Thane, District: Thane .

**WE SAY RECEIVED**

**M/s. KAMDHENU GREENS** bearing

**PAN AAWFK1073D**

through its Through its Partners

**MR. SURINDER ANANTRAM SABHLOK**

**MR. CHIRAG KIRIT SHAH**

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**WITNESSES:**

- 1.
- 2.

**Place:** Navi Mumbai

**Date:**