

FLAT No. : _____
Carpet Area : _____ Sq. Mtrs.
Market value :Rs. : Rs. _____/-
Agreement value : Rs. _____/-

AGREEMENT FOR SALE

OF

Residential Unit on ownership basis in building/s known as "SARVODAY MARVEL" of Saigram Co- Operative Housing Society Ltd., situated at Chanakya Nagar, Kalyan (West) within the limits of Kalyan Dombivli Municipal Corporation, Village Wadeghar, Taluka Kalyan, District Thane

BETWEEN

M/s. SARVODAY GROUP - PAN No. AEXFS2379M, a Partnership Firm registered under the provisions of Indian Partnership Act, 1932, doing its business as the builders and developers, having its Office at 3, Shubhangi Darshan, Manpada Road, Dombivli (East), Taluka Kalyan, District Thane, through its Partner Mr. _____, Age _____ years, occupation business, hereinafter called & referred to as the "PROMOTER" (which expression shall unless be repugnant to the context or meaning thereof and include its Partners, their heirs, executors, administrators and assignees) the Party of the First Part.

AND

1] MR/MRS./MISS _____
age about _____ years, Occupation _____, PAN - _____
AADHAR _____

2] MR./MRS./MISS _____
age about _____ years, Occupation _____, PAN - _____
AADHAR _____

Residing at - _____

hereinafter called "the ALLOTTEE/S" (which expression shall unless repugnant to the context mean and include his /her / their heirs, executors, administrators and assigns of THE SECOND PART;

WHEREAS the SAIGRAM Co-Op. Hsg. Society Ltd. owns and is absolutely seized and possessed of all those piece and parcel of Non Agriculture land lying, being and situate at Village Wadeghar, Taluka Kalyan, District Thane on plot bearing Survey No. 55/B, totally admeasuring 2777.76 Sq. Mtrs out of 12950 Sq. Mtrs as per records of village form No. 7/12 (and more particularly described in the First Schedule hereunder written and hereinafter referred to as 'the said property') Copy of the said 7/12 extract of the said property is annexed hereto marked as Annexure '1'.

AND WHEREAS previously Shri Ramchandra Sakharam Gaikwaid & others were the owners, occupiers & possessors of all that piece or parcel of land bearing Survey No. 55/B, Revenue Village Wadeghar, totally admeasuring 12950 Sq. Meters, situated at Adharwadi, Kalyan (West), Taluka Kalyan, District Thane, within the limits of Kalyan-Dombivli Municipal Corporation, Taluka and Sub-Registration District Kalyan, District and Registration District Thane, hereinafter called & referred to as the "SAID ENTIRE PROPERTY".

AND WHEREAS said Owners Shri Ramchandra Sakharam Gaikwaid & others obtained the building permission and commencement certificate vide No. KMP/NRV/BP/KLN/2030-210 dated 07/11/1988 and the building plans sanctioned therewith from Kalyan Dombivli Municipal Corporation for construction of the proposed new building on the Said Entire Property.

AND WHEREAS said Owners Shri Ramchandra Sakharam Gaikwaid & others also obtained Non-Agricultural Permission for using the Said Property for residential/non-agricultural purpose from the Office of Collector, Thane in the name of the Owners vide No. REV/K-1/T-7/NA/SR-329/88 dated 28/11/1989 under the Section 44 of the Maharashtra Land Revenue Act, 1606.

AND WHEREAS said Owners Shri Ramchandra Sakharam Gaikwaid & others, by & under the Agreement and Power of Attorney both dated 29.11.1990 assigned the development rights in respect of the land area admeasuring 2777.76 Sq. Meters out of the entire land area admeasuring 12950 Sq. Meters of the Said Entire Property together with the development rights for construction of the C-1, C-2, D-1 & D-2 as shown in the sanctioned plan i.e . the Building No. 1, 2, 3 & 4 in favour of M/s. Sai Developers i. e. the Promoters therein, more particularly described in the SCHEDULE OF THE PROPERTY & hereinafter called & referred to as the "SAID PROPERTY".

AND WHEREAS under the terms and conditions of the Agreement & Power of Attorney both dated 29.11.1990, said M/s. Sai Developers were entitled to develop the Said Property at its own cost, charges, expenses and on its own account by carrying out construction of the proposed new building thereon consisting of several flats and other units and to sell those flats and other units on ownership basis to several persons as per the provisions of Maharashtra Ownership Flats (Regulation of Promotion of construction, Sale, Management and Transfer) Act, 1603 and rules made thereunder and to receive sale price thereof and then to convey and transfer or caused to be conveyed and transferred the Said Property, land and building so

developed in favour of a corporate body or co-operative housing society of all those several persons/purchasers acquiring the respective flats/units.

AND WHEREAS said M/s. Sai Developers commenced and completed the development of the Said Property by constructing the buildings C-1, C-2, D-1 & D-2 as shown in the sanctioned plan i. e .the Building No. 1, 2, 3 & 4 all having Ground Floor Plus Three Upper Floors totally consist of 60 Residential Flats as per the building plans sanctioned by the Kalyan-Dombivli Municipal Corporation.

AND WHEREAS upon completion of construction work of the said four buildings C-1, C-2, D-1 & D-2, Kalyan-Dombivli Municipal Corporation issued building completion certificate bearing No. KMP/NRV/CC/KV/38 dated 16.04.1994.

AND WHEREAS said M/s. Sai Developers had sold out all 60 Residential Flats in the Building called "SAIGRAM", to various persons by various agreements on ownership basis to several persons as per the provisions of Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1603 and rules made thereunder and received the sale price thereof and said M/s Sai Developers have given possession of respective flats to the purchasers.

AND WHEREAS by the said sale agreements, said M/s. Sai Developers assured to sale and transfer the Flats on ownership basis along with all rights and interest in the land and building to the Flat purchasers. Further, said M/s. Sai Developers also assured to form and register the corporate body i.e. Co-Operative Housing Society of all Flats purchasers of "SAIGRAM" after taking possession of the respective flats and to sale, transfer and convey the title of the Said Property in the name of the said registered Co-Operative Housing Society.

AND WHEREAS upon taking of the possession of the said Flats from said M/s. Sai Developers in the building called "SAIGRAM", the Flats purchasers have formed and registered a Co-Operative Housing Society Ltd. at the office of Dy. Registrar, Co-Operative Societies, Kalyan under the provisions of Maharashtra Co-operative Societies Act, 1600 and rules there under, under the name and style as "SAIGRAM" Co-Op. Hsg. Society Ltd., by Number TNA/KLN/HSG/(TC)/10862/99-2000 dated 06.05.1999. Copy of the said certificate is annexed hereto marked as Annexure 'B'.

AND WHEREAS the Said Society made an Application for obtaining the Deemed Conveyance under the provision to sub-section (1) of the Section 11 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1603 before the Competent Authority and the District Deputy Registrar of Co-Operative Societies, Thane for obtaining a certificate/order of entitlement of unilateral conveyance (Deemed Conveyance) of the Said Property in its name. The Competent Authority and the District Deputy Registrar of Co-Operative Societies, Thane issued an Order dated 07.10.2021 and Certificate dated 07.10.2021 of Unilateral Deemed Conveyance of the Said Property in favour of the Purchasers under Section 11 (3) of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1603.

AND WHEREAS in pursuance to the Unilateral Deemed Conveyance of the Said Property as mentioned above, the necessary Deed of Conveyance dated 10.11.2021, was duly executed by the Competent Authority and the District Deputy Registrar of Co-Operative Societies, Thane & the Said Society. The said Conveyance Deed is registered at the Office of the Sub- Registrar of Assurances, Kalyan-2 at Serial Number 20775/2021 on 10.11.2021. By virtue of the said Conveyance Deed the Society has become the Owner of the said property & accordingly the name of the Said Society/Owners vide Mutation Entry bearing Number 1736 of Revenue village Vadeghar is entered on the 7/12 extract of the Said Entire Property.

AND WHEREAS the Said Four Buildings standing on the Said Property consist of 60 Residential Flats acquired and purchased by its 60 members. The Said Buildings standing on the Said Property have become very old structure and the K. D. M. C. have declared them as Very Dangerous Structures. Accordingly, the Said Society and its members came to the conclusion that the Said Property is required to be re-developed by demolishing the old building/structure thereon. The Said Society and its members have decided to go for the re-development of the Said Property for the better living and benefits of its members and accordingly, the Said Society have completed and fulfilled its all the required procedures as per the directives of the Maharashtra Co-Operative Societies Act, and accordingly the Said Society obtained the necessary Order/N.O.C. for Re-development from the Office of the Deputy Registrar of Co-Operative Societies as per the provisions of the Section 79 (2) (B) of Maharashtra Co-Operative Societies Act, 1960 vide Number UPN/KLN/B-1/Saigram/Hsg/Redevelopment /2598/year/2021 dated 27/12/2021. Copy of the said order/NOC is annexed hereto marked as Annexure 'C'.

AND WHEREAS the Said Society by following due process of law have appointed and authorized M/s. Sarvoday Group i. e. the Developers herein for re-development of the Said Property by demolishing the Said Old Building standing thereon.

AND WHEREAS vide Development Agreement dated 28/02/2022 registered in the office of the sub-registrar on 28/02/2022 bearing document No. KLN2-4771-2022 and Power of Attorney dated 28/02/2022 registered in office of the sub-registrar on 28/02/2022 bearing document No. KLN2-4774-2022 Society granted development rights to the Developer herein to develop the said property by demolishing Four buildings of the Society and constructing new buildings on the said Property by using the available FSI of the said property and also the additional FSI available by way of Transfer of Development Rights, Premium FSI, Ancillary FSI and any other FSI available as per the prevailing Unified Development Control Rules (DC Rules) and on the terms and conditions mentioned therein and to develop the same in accordance with such plans as may be sanctioned by the Kalyan Dombivli Municipal Corporation (hereinafter called "KDMC"). (Copy of Index-II of the said Development Agreement dated 28/02/2022 is annexed hereto and marked as Annexure "D").

AND WHEREAS in consideration of the Society granting the development rights in respect of the said Property to the Developer, the Developer had agreed to provide to 60 Members of the Society, free of cost, new flats admeasuring area of their old

flats in the new building to be constructed on the said property as agreed upon in the Development Agreement (hereinafter referred to as the Members' Premises) to each of the members of the said four buildings, in lieu of the existing flats held by the Members in the said four buildings. The remaining residential flats/area in the said newly constructed building shall be available solely to the Developer (hereinafter called "the Developer's Premises") and the Developer shall alone be entitled to deal with the same and receive the sale proceeds in its name and appropriate the same for its own benefits.

AND WHEREAS the Developer has brought to the notice of the Society and the ALLOTTEE that all Four wheeler car parking spaces in the project are covered/stilt/mechanical parking and the developer alone shall have right to allot and sale said car parking spaces to the existing members as well as new flat purchasers as deemed fit by him and the Society shall not raise any objection to that. The ALLOTTEE and the Society agree and confirm that the Developer will alone be entitled to deal with the Developers' Premises, covered/stilt/mechanical Parking spaces and receive and appropriate the sale proceeds for its own benefits.

AND WHEREAS the Developer has appointed Architect and Structural Engineer for the preparation of the structural design and drawings of the said intended building and the Developer and the Society agrees to accept the professional supervision of their Architect and the Structural Engineer till the completion of the new buildings. The said appointed Architect prepared the Layout and plans of the buildings to be constructed on the said property and after getting approval from Society and Developer the same were submitted to K.D.M.C. for obtaining Building Permission.

AND WHEREAS the Developer got approved from K.D.M.C. the plans for construction of the new buildings on the said property vide its Building Permission no. KDMC/TPD/BP/KD/2022-23/74 dated 27/12/2022 which was further revised vide its Building Permission no. KDMC/TPD/BP/KD/2022-23/74/368 dated 21/02/2024. Copy of the said Building Permission is annexed hereto marked as Annexure 'E'.

AND WHEREAS the Developer has demolished the old buildings standing on the said property and have commenced construction of the new Multi Storied buildings of the SAIGRAM Co. Op. Hsg. Society named as "Sarvoday Marvel" on the said property in accordance with the sanctioned plans as permissible by the Kalyan Dombivli Municipal Corporation (KDMC).

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land.

AND WHEREAS the latest plans sanctioned by Kalyan Dombivli Municipal Corporation, sanction is obtained for and the Promoter has proposed to construct on the project land multi-storied building with Two wings having stilt/ground plus 17 upper floors.

AND WHEREAS the Allottee is offered an Apartment bearing number ____ on the ____ floor, (herein after referred to as the said "Apartment") in the ____ wing of the Building named SARVODAY MARVEL (herein after referred to as the said "Building") being constructed by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Maharashtra no . _____ ; authenticated copy is attached in Annexure 'F';

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments (excluding the Flats allotted to existing Members) in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs Sameer Lotke & Associates and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI/XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'I' and 'II', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure III. AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure IV,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. _____ on _____ floor in the ___ wing of the Building no. ___ of SARVODAY MARVEL in the first phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means 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 Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS the Developer as per the provisions of law is allotting residential Apartment in the building on ownership basis and is entering into agreements with the Allottee and upon such disposal of the Apartment to the Allottee and all those several persons acquiring the respective Apartment will become the Members of the SAIGRAM Co- Operative Housing Society Ltd.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs _____/- (Rupees _____) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these

presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment) and the covered parking(if applicable)

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

1. The Promoter shall construct the said building/s consisting of ground/ stilt, and Seventeen upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of RERA carpet area admeasuring sq. metres with attached Balcony area admeasuring sq. metres on floor in the Building named SARVODAY MARVEL (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures III and IV for the consideration of Rs. _____/- (Rupees _____) including Rs. 0/- being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____ /-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee ONE covered parking spaces in **stilt or podium or at appropriate Location** in the layout for the consideration of Rs. _____/-.

1(b) The total aggregate consideration amount for the apartment including /covered parking spaces is thus Rs. _____/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs _____/- (Rupees _____

_____) as per the payment schedule attached herein as ANNEXURE VII.

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

1(e) The Total Price is escalation-free, save and except escalations/increases, 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 Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

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

2.2 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 Apartment to the Allottee and the common areas to the association 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 the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is around 13,000 square meters only and Promoter has planned to utilize Floor Space Index of 13,000 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 13,000 square meters as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated

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

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

6. The Promoter shall give possession of the Apartment to the Allottee on or before **01/07/2026**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment 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.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. 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 agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. 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.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Apartment 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 [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are 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 his 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.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and office/shop for carrying on business. He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

In the case of a Building or a Wing of a Building in a Layout, the Promoter shall (subject to his right to dispose of the remaining apartments, if any) execute the conveyance of the structure of that Building or Wing of that Building (excluding basements and podiums) within one month from the date of issue of Occupancy Certificate.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

In the case of a layout, the Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of Occupancy Certificate to the last of the Building or Wing in the Layout.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment 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 Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The 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 or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

9.4 The Allottee shall pay to the Developer at the time of possession, an advance maintenance for 12 months aggregating to Rs. _____/- (Rupees _____ only) alongwith service Tax/GST as “common maintenance charges” for the upkeep and maintenance of the said Project building. The amounts so paid by the Allottee to the Developer shall not carry any interest and remain with the Developer until the building is handed over to the Society as aforesaid. 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.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body
- (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

11. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement as the requisite rights to carry

out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. 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;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing 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, project land, Building/wing and common areas;

vi. 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;

vii. 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 project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. 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;

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

13. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

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

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment 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 Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee 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.

iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is

situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. 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 Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments 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 Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment 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.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

14. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of

the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

15) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

16.1) UNSOLD UNITS IN SAID PROJECT:

a) Developer shall be inducted as a member of said society for unsold Units upon handing over the building to the society.

b) Developer shall be entitled to sell the unsold Units in said project without any separate permission of society and the members of society. The prospective Allottee of such unsold Units shall be inducted by the society as members and no objection shall be raised either by existing members or the society.

c) Allottee or society shall not be entitled to demand any transfer charge for the transfer of unsold Unit by the Developer to prospective Allottees.

d) Developer shall also be entitled to car parking reserved for the unsold Units and the society or Allottee shall not stake claim on such parking.

e) Developer shall be entitled to mortgage the unsold Units of the said project with the financial institutions without any separate NOC from society or the members of society.

f) Developer is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

16.2) Adding as member in existing Society:

a) The Allottee shall for this purpose from time to time sign and execute the application for becoming a member, including the bye-laws of the said society i.e. SAIGRAM CO-OP. HSG. SOCIETY LTD. These documents duly filled in and signed shall be returned to the Developer within seven (07) working days of the same being forwarded by the Developer to the Allottee, so as to enable the Allottee to become a member of the existing society.

16.3) SPECIAL CLAUSE:

The Allottee/s knows and accepts that the said real estate project is a redevelopment project of Society and since the Society is already in existence and the owner of the said Land, there will not be any question of the Developer complying with their

obligation under RERA regarding the formation of society as per section 11 (e) and transfer of title as per Section 17 of RERA. However, if under the provisions of RERA or other applicable laws Developer is required to execute any document, inter-alia, handing over the New Building to the Society then Developer will execute such document as and when required but at the cost and expenses of the Purchaser/s and other Apartment holders of the New Building. The Purchaser/s shall be liable to incur and bear his/her/their proportionate share/contribution in the said cost and expenses including the stamp duty and registration of such document.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment 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 Apartment.

18. 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.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee 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 Apartment to the total carpet area of all the Apartments in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the 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, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at .

26. 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 the Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee

or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee - _____

Allottee's Address _____

Notified Email ID: _____

Name of Promoter – SARVODAY GROUP

Promoter Address 3, Shubhangi Darshan, Manpada Road, Dombivli (East) 421201

Notified Email ID: _____

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.

28. JOINT ALLOTTEES

That in case there are Joint Allottees 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.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled 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.

31. GOVERNING LAW

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

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

THE SCHEDULE OF THE PROPERTY

SCHEDULE I

(Entire Property)

All that piece or parcel of immovable land property bearing Survey No. 55/B, Revenue Village Wadeghar, totally admeasuring 12950 Sq. Meters, within the local limits of Kalyan Dombivli Municipal Corporation, Taluka and Sub-Registration District Kalyan, District and Registration District Thane.

SCHEDULE II

(Said Property)

All that piece and parcel of land Non-Agricultural land bearing Survey No.55/B, Revenue Village Wadeghar, totally admeasuring 2777.76 Sq. Meters, out of 12950 Sq. Meters, Taluka: Kalyan, Dist: Thane and within the limits of the Kalyan Dombivli Municipal Corporation Thane and bounded as under:

On or towards East : Property Of Santosh Bhandari

On or towards West : Property Of Sudhakar Shrushti Society And R.T.O

On or towards South : Property Of R. T. O

On or towards North : Six Meter Wide Road

SCHEDULE III

SAID APARTMENT ABOVE REFERRED TO:

Apartment bearing No._____, admeasuring about _____ Sq. Meters. of Carpet area plus _____ Sq. Meters. of Balcony area(Proposed to be enclosed), on the _____ Floor of the SAIGRAM Co. Op. Hsg. Society Project "SARVODAY MARVEL" which is constructed in or upon the above referred said property.

ANNEXURE I - Copy of extract Village Forms VII/ XII

ANNEXURE II - Copy of Title Report

ANNEXURE III - Copy of the plan of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project

ANNEXURE IV - Copy of Floor plan as approved by concerned Local Authority

ANNEXURE V - Specification and amenities for the Premises,

ANNEXURE VI - Details of Common Areas

ANNEXURE VII - Payment Schedule

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS THIS
____ DAY OF _____ 202__ AT _____.

Signed, Sealed and Delivered by the
withinnamed DEVELOPERS
M/s. SARVODAY GROUP
through its Partner namely
SHRI _____

Signed, Sealed and Delivered by the
within named ALLOTTEE
Mr/Mrs _____

IN THE PRESENCE OF

RECEIPT

Received a sum of Rs. _____ (Rupees _____
_____) from time to time
prior to execution of this agreement in the following manner :

Date	Cheque No.	Amount	Bank

from the ALLOTTEE herein as and by way of advance / part consideration.

I say received Rs. _____

M/s. SARVODAY GROUP

through its Authorised Signatory

ANNEXURE V

Flat Amenities

2*2, Vitrified Tiles in all rooms.

Designer Tiles up to door height in all Toilets.

One Loft above Bathroom in each flat for Storage.

Black Granite Platform in Kitchen with S. S. Sink and full height dado

Powder Coated Sliding windows with plain glass in all rooms.

Concealed electrical wiring.

Reputed company C.P. fixtures in all toilets with concealed plumbing.

Wash basin

Marble sill in all windows.

Acrylic Emulsion Paint inside Flat.

All wooden doors will be oil painted/polished.

Reputed company fixtures and fitting for doors and windows.

Each flat with Latch and Bell.

Water Supply from overhead tank in kitchen and toilet.

Approved quality sanitary pipes and fittings.

Building Amenities

Building will be RCC frame structure.

Outside Acrylic Paint

Overhead water tank of adequate capacity

Children's play area

Garden as per plan

Gymnasium

Decorated Entrance Lobby

Compound Wall with decorative Gate

Fire Fighting equipments as per rules

Solar system as per rules

Elevators of reputed make

Adequate Lighting arrangement in common areas

SCHEDULE VI

COMMON AREA

All open to sky spaces in or surrounding the building within a compound wall.

Underground water tanks and Pump Room

Garden and Children's play area

Internal Roads

Entrance Lobby

Lift lobbies and Floor passages

Staircases

Electrical and plumbing ducts

Top floor terrace, lift machine room and Overhead water tanks

Refuge areas

Society office

Gymnasium

ANNEXURE -VII
PAYMENT SCHEDULE

- a) Rs. _____ /- paid prior to the execution of this Agreement. (not exceeding 10% of the total consideration)
- b) Rs. _____ /- to be paid to the Promoter on completion of the Plinth of the building in which the said Premises is situated. (35% of the total consideration)
- c) Rs. _____ /- to be paid to the Promoter on completion of 2nd Floor slab in which the said Premises is situated. (2% of the total consideration)
- d) Rs. _____ /- to be paid to the Promoter on completion of 4th Floor slab in which the said Premises is situated. (2% of the total consideration)
- e) Rs. _____ /- to be paid to the Promoter on completion of 6th Floor slab in which the said Premises is situated. (3% of the total consideration)
- f) Rs. _____ /- to be paid to the Promoter on completion of 8th Floor slab in which the said Premises is situated. (3% of the total consideration)
- g) Rs. _____ /- to be paid to the Promoter on completion of 10th Floor slab in which the said Premises is situated. (3% of the total consideration)
- h) Rs. _____ /- to be paid to the Promoter on completion of 12th Floor slab in which the said Premises is situated. (3% of the total consideration)
- i) Rs. _____ /- to be paid to the Promoter on completion of 14th Floor slab in which the said Premises is situated. (3% of the total consideration)
- j) Rs. _____ /- to be paid to the Promoter on completion of 16th Floor slab in which the said Premises is situated. (2% of the total consideration)
- k) Rs. _____ /- to be paid to the Promoter on completion of 17th Floor slab in which the said Premises is situated. (2% of the total consideration)
- l) Rs. _____ /- to be paid to the Promoter on completion of Terrace Floor slab in which the said Premises is situated. (2% of the total consideration)
- m) Rs. _____ /- to be paid to the Promoter on completion of the walls and internal plaster of the said premises. (not exceeding 75% of the total consideration)
- n) g) Rs. _____ /- to be paid to the Promoter on completion of the Flooring and Tiles work of the said premises. (not exceeding 80% of the total consideration)
- o) Rs. _____ /- to be paid to the Promoter on completion of the external plaster and elevation of the building in which the said premises is situated. (not exceeding 85% of total consideration)

p) Rs. _____ /- to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, entrance lobby/s, paving of areas appurtenant and all other requirements as may be prescribed in the Agreement of sale of the building in which the premises is situated. (not exceeding 95% of the total consideration)

q) Balance Amount of Rs. _____ /- be paid to the Promoter at the time of handing over of the possession of the said Premises to the Allottee on or after receipt of completion certificate.

Cheque / DD / Pay order to be drawn in favour of

M/s. – SARVODAY GROUP

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