

AGREEMENT FOR SALE

THIS **AGREEMENT** is made and executed at Mumbai on this ____ day of _____, 2025 BY AND BETWEEN:

M/s SUNNY DEVELOPERS AND BUILDERS LLP, a Limited Liability Partnership Firm, duly registered under the provisions of The Limited Liability Partnership Act, 2008 and Indian Partnership Act, 1932 having PAN No: **ADPFS8652Q**, LLP Identification no. AAM-2262 and having its registered address at Raja Industrial Estate, Gala No.53, Jain Mandir Road, Mulund (West), Mumbai-400 080- hereinafter referred to as the “**Developers/Promoters**” (which terms and expression shall unless it to be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being constituting the said firm, the survivors or survivor of them, their / his heirs, executors, administrators and assigns) of the **ONE PART**,

AND

(1) _____ (PAN NO. _____)
(2) _____ (PAN NO. _____)
(3) _____ (PAN NO. _____), having his/her/their/its address at _____

_____ hereinafter called “**THE PURCHASER(S)(s)/ALLOTTEE(s)**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns in case of an individual and the partner or partners for the time being and from time to time of the firm and the survivors or survivor of them and the heirs, executors and administrators and permitted assigns of the last survivor in case of a partnership firm and successors and permitted assignee in case of an incorporated body) **of the SECOND PART;**

The Promoter/Developers(s) and the Allottee(s)/s shall hereinafter collectively be referred to as the ‘Parties’ and individually as the ‘Party’.

WHEREAS:

- A. Under a Conveyance Deed (Deemed/Unilateral) dated 16/09/2019 executed by District Deputy Registrar Co-Operative Societies, Mumbai City (2) & Competent Authority u/s 5A of Maharashtra Ownership Flat (Regulation of Promotion of Construction, Sale, Management and Transfer Act, 1963; one **NEW NAHUR FLAT OWNERS’ CO-OP. HOUSING SOCIETY LTD.,** hereinafter for the sake of brevity, referred to as **“the Society”** had acquired right, title and interest in respect of a piece and parcel of land bearing Survey No.109, Hissa No.3 and 5 part and CTS No.551/70 admeasuring 731.50 square meters of Village Nahur, Mulund (West) – hereinafter for the sake of brevity, referred to as **“said land”** along with the structure standing thereupon in the nature of a building namely **“Rekha”** (hereinafter for the sake of brevity, referred to as **“said existing building”**) comprising of Ground plus 4 upper floors consisting of a total 17 nos. of residential flats occupied by members of said Society. The said Conveyance Deed (Deemed/Unilateral) is registered in the office of the Joint Sub Registrar of Assurance at Kurla-2, under Sr. No. KRL-2/11074/2019 on 16th September, 2019.
- B. The name of the said Society is recorded in the record of rights of the said plot maintained by the Assessor & Collector, MCGM and also the Property Register card of the said property maintained by the City Survey Office; A copy of Property registered card is annexed herewith as **Annexure “A”**
- C. The said Society, under confirmation of its members, entered into a Development Agreement dated 18/07/2023 duly registered at Sr. no. **KRL-4/14706/2023** in the circumstances, backdrop and other terms and conditions more particularly recorded therein (hereinafter for the sake of brevity, referred to as said **“DA”**) thereby permitting the Developers hereto to develop the said plot under Regulation no. 33 (7) (B), 33 (12) (B) read with 33 (20)(B) of DCPR-2034. The

said DA was duly executed by Society and the Developers hereto under confirmation of the Members therein. Copy of Index-II issued by Sub-Registrar of Assurances *qua* said Development Agreement is annexed hereto at **“Annexure-B”**

- D. Under the circumstances stated herein above, as on today; on the strength of the said Development Agreement, the Developers herein are entitled to develop the said plot under Regulation no. 33(7) (B) read with 33 (20) (B) of DCPR-2034 for construction of a residential-cum-commercial building (hereinafter for the sake of brevity, referred to as “**said project**”). The said plot shall hereinafter, for the sake of brevity, collectively referred to as “**said property**”.
- E. The Developers arrived at settlement with the members of the Society (including Members herein) and obtained their respective consent for re-development of the said property by demolishing the existing old building, standing thereon and constructing new building/s in its place and have also entered into agreements for Permanent Alternate Accommodation with each of the members of the said Society.
- F. The building plans of the proposed project to be constructed on the said property are duly approved by Municipal Corporation of Greater Mumbai and accordingly, Intimation of Disapproval (IOD) dated 22/07/2024 bearing no. P-19076/2023/(551/70)/T Ward/NAHUR - T/IOD/1/New is already issued by MCGM for the said project, a copy whereof is annexed hereto.
- G. As a result of the said Development Agreement read with the said Intimation of Disapproval (IOD)s issued by MCGM for development of said project, the Developers hereto are exclusively entitled and enjoined upon to construct building/s on the said Property in accordance with the sanctioned plans, rules and regulations of the municipal authorities.
- H. The Developers have already demolished the said existing building and are intending to construct on the said property; a multistoried building having **Ground plus 20 upper floors** with a view to allot residential Flats and tower

based / mechanized car parking spaces (as per terms of said DA) of said project for the members of said Society (including the Allottee/s hereto) and sell the remaining components thereof in the open market to the prospective purchasers (hereinafter referred to as "**the Said new Building**") as per the sanctioned plans.

- I. The Developers arrived at arrangement with M/s R P Asundaria who is registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects and the appointment of Structural Engineer for the preparation of the structural design and drawing of the said new building has been done till the completion of the building.
- J. The Allottee/s has/have taken inspection of all the documents of title relating to the said property, the said Agreements, plans, designs and specifications prepared by the Developers, Architects and of such other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion, sale, management and transfer) Act, 1963 & Real Estate (Regulation & Development) Act, 2016 (RERA) (hereinafter referred to as "the said Acts") and the rules made there under.
- K. Copies of the Revenue Records showing nature of title of the Society/Developers to the said property on which the said building is to be constructed, the Copy of IOD, the copies of Certificate of Title issued by the Advocate and copies of plans and specifications of the Premises agreed to be acquired by the Member/s and approved by the concerned municipal authorities have been annexed hereto and marked as **Annexure "C (Collectively)"**.
- L. 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 Developers while developing the said Property while construction of the said building and upon due observance and performance of which only the completion and Occupation Certificate in respect of the said building shall be granted by the concerned local authority.

M. In view of the afore-referred Agreements as well as steps taken by Promoters, the Promoters alone are entitled and enjoy upon to construct building/s on the said property in accordance with the sanctioned plan and rules and regulations of the municipal authorities and to sell/transfer/assign upon the Sale Component in the said Residential-Cum-Commercial Building to be known as “**STUTI**” on the said Property and sell flats/shops/offices/nursing home(s)/garages, basement/car parking space/terraces/walls/hoarding spaces, etc. (all of which hereinafter for brevity’s sake referred to as “the said **premises/flat/shop**” and reference to Allottee(s)s in this Agreement means Allottee(s)s of such premises).

N. **AND WHEREAS**, the Allottee(s)s has/have demanded from the Promoters and the Promoters have given inspection to the Allottee(s) of all the documents of title relating to the said Property/said Flat/said Shop to the Allottee(s)s, such as the Orders, the letters, Applications, permissions, plans, designs and specifications for putting up entire construction consuming the entire FSI available and receivable on the said lands prepared by the Promoters’ Architect Mr. Ramji Asundaria of M/s R P Asundaria and of such other documents as are specified under Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Real Estate Regulation Act, 2016 (as applicable to the State of Maharashtra).

O. **AND WHEREAS**, the Promoters have registered the said project under the name and style of “**STUTI**” with MahaRERA vide Registration no. (applicable after project registration) under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 – hereinafter for the sake of brevity referred to as “**said Act**”.

P. The Allottee(s) have applied to the Promoters for allotment/purchase of flat/ Duplex flat/office/shop/garage bearing No. _____ admeasuring about _____ sq. ft. carpet area (as defined by MahaRERA) (hereinafter for the sake of convenience referred to as “**the said flat/premises**”) and a Car Park Space in Mechanized Car Parking System bearing No. _____ admeasuring about _____

sq. ft. having length _____ X breadth _____ X vertical clearance and situated at Stilt and/or mechanized car parking system (hereinafter for the sake of convenience referred to as “**the said Car Park Space/slot**”) in the said new building to be constructed on the said property and to be known as “**STUTI**” [“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/s 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 the Promoters have agreed to allot/sell the said premises and the said car park space for a total lumpsum consideration of Rs. _____/- (Rupees _____ Only). For the sake of further brevity, the said car park space shall be deemed to be included in the term “**said premises/apartment**” for all purposes.

- Q. **AND WHEREAS**, the Promoters are entering into separate Agreements with several other persons and parties for Sale of Duplex/flats/shops/offices/car parking/garages and other premises in the said new building.
- R. The Allottee(s)/s have entered into this Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, letters, Orders, specifications, designs, restriction etc. recited and referred to above.
- S. Relying upon the said application, declaration and Agreements contained in this Agreement, the Promoters agree to sell to the Allottee(s) the said flat/shop at the price and on the terms and conditions hereinafter appearing:
- T. The Allottee(s) consents that Promoter(s) reserves right to create mortgages/encumbrances as required from time to time, save and except the right of the Allottee(s) on the said Flat/Shop.
- U. Save and except the disclosures mentioned on the MahaRERA website and subject to the Certificate of Title dated 28/12/2023 annexed hereto as **Annexure**

“D”, the title of the said Property is clear, marketable and free from all encumbrances.

- V. **AND WHEREAS**, the total consideration of the said Flat/Premises/Shop and the payment terms thereof are detailed in Annexure hereto and the Allottee(s)/s has/have agreed to pay to the Promoter(s) balance of the sale price and other charges are deposits in the manner hereinafter appearing.
- W. The Promoter(s) are required to execute a written Agreement for sale of said Flat/Shop/Premises to the Allottee(s)/s under the said Acts being in fact these presents and also registered the said Agreement under the Registration Act.

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

The Parties hereto agree that the recitals hereinabove shall form an integral part of this Agreement.

1. The Promoter(s) have proposed to construct/develop multi-storied building in the project known as “**STUTI**” or any other name as may be decided by the Promoter(s) on the said Property for the residential and/or commercial use consisting of **Ground Floor + 20 Upper Residential Floors** as may be permissible on the project land in accordance with the plans, designs, specifications approved and/ or will be approved and/ or amended by the concerned local authorities and/or municipal Authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee(s) in respect of variations or modifications which may adversely affect the said Apartment of the Allottee(s) except any alteration or addition required by any Government authorities or due to change in law. However, it is further agreed between the parties that the Promoter(s) shall be entitled to make such variations and modification as the Promoter(s) may consider necessary for using the full potential of the said Property or merge the said project and the said

property with the adjoining and contiguous plots of land without affecting the floor and view of the said Apartment agreed to be purchased herein or such changes, modification, as may be required by the concerned local authority/ Government, using such present and future Floor Space Index (FSI)/ Transferable Development Rights (TDR) that may be available to the Promoter(s), from the concerned authority and/ or such other global FSI/ TDR that may be available to the Promoter(s). It being clearly agreed and understood by the Allottee(s)/s, that any benefit available by way of increase in FSI/ TDR, which may be increased by way of global FSI/ TDR or otherwise, shall only be for the use and utilization by the Promoter(s), and the Allottee(s)/s shall have no right and/or claim in respect of the same, whether during or after completion of construction.

1(a) (i) The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s, **Flat/Shop no. _____ admeasuring about _____ sq. ft. of Carpet Area (as defined by MahaRERA) located on the _____ floor and ONE Car Park Space** in the mechanized Car Parking Tower system admeasuring _____ sq. ft in the new building known as “**STUTI**” (hereinafter referred to as “said **Apartment/Building**”) as shown in the Tentative floor plan thereof hereto annexed and marked **Annexure “C-1” & C-2** for a total lumpsum consideration of Rs. _____/- (Rupees _____ Only) 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 - **hereinafter for the sake of brevity, referred to as “said total Consideration”.**

ii) The Allottee hereby agrees to purchase and acquire _____ nos. of car parking slots/spaces in the Mechanical Car Parking Tower System to be installed/erected in the said project admeasuring _____ sq. ft. having _____ Length X _____ Breadth X _____ Vertical clearance and undertakes to pay a

sum of Rs. _____/- (Rupees _____ only) towards the same along with applicable stamp duty, registration, GST, etc.

ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _____ admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance and situated at Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-

iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. _____ admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance and situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-

- 1(b). The total aggregate consideration amount for the apartment including garages/covered parking space is thus Rs. _____/-
2. The total consideration above excludes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, 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). The Flat/Shop Purchaser undertakes to pay GST, levies or such other taxes, duties, as may be applicable from time to time, as and when demanded by the Promoter.
3. It is further mutually agreed upon by and between the parties that the Flat/Shop Purchaser(s) shall be liable to pay such increments in the total consideration as may be caused and demanded 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 or Local Bodies or Government from time to time. The Promoter further agrees that while raising a demand on the Allottee/s for increase in Development charges, costs, or levies

imposed by the Competent Authorities et cetera, 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/s, which shall only be applicable on subsequent payments.

4. The Allottee/s has paid an amount of Rs. _____/- (Rupees _____ Only) (not exceeding 10% of the total consideration) on or before execution of this Agreement towards as advance payment/application fee and hereby undertakes and agrees to pay to the Promoters balance amount of Rs. _____/- (Rupees _____ Only) and **shall be deposited in SUNNY DEV & BUILD LLP RERA DESIG COL BANK AC FOR STUTI, having account no. 10195634994 in IDFC First Bank, MULUND Branch, having IFSC Code IDFB0040109 situated at Runwal Greens Building, GMLR, Next to Fortis Hospital, Mulund W, Mumbai 400 080. In addition to above bank account, we have opened in the same bank, SUNNY DEV & BUILD LLP RERA DESIG SEP BANK AC FOR STUTI and SUNNY DEV & BUILD LLP RERA DESIG TRAN BANK AC FOR STUTI having account no. 10195634869 and 10195635035 respectively.**

Sr. No.	Particulars	Payment due in %
1.	As earnest money on or before execution of this Agreement	10.00%
2.	Upon Completion of Plinth Work	30.00%
3.	On Completion of 2 nd Slab	3.00%
4.	On Completion of 4 th Slab	3.00%
5.	On Completion of 6 th Slab	3.00%
6.	On Completion of 8 th Slab	3.00%
7.	On Completion of 10 th Slab	3.00%
8.	On Completion of 12 th Slab	3.00%
9.	On Completion of 14 th Slab	3.00%

10.	On Completion of 16 th Slab	3.00%
11.	On Completion of 18 th Slab	3.00%
12.	On Completion of 20 th Slab	3.00%
13.	On completion of Kitchen Dado and Bathroom Dado of the said Apartment.	5.00%
14.	On completion of internal plumbing, lift-well, external plaster upto the floor level of the said apartment.	5.00%
15.	On completion of flooring of the said Apartment	4.00%
16.	On completion of overhead water tank of the said building in which the said apartment is located	3.00%
17.	On completion of terrace with water-proofing	4.00%
18.	On completion of installation of lift and completion of entrance lobby in the said building in which the said Apartment is located.	4.00%
19.	Balance amount against and at the time of hand over of possession of the said Apartment to the Allottee along with installation of sanitary fittings.	5.00%

5. 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/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

6. The Allottee/s shall, on or before delivery of possession of the said premises pay the following non-refundable amounts to the Promoters, which shall be over and above the total consideration mentioned herein before:

a) non-refundable consolidated sum of Rs. _____/- (Rupees _____ Only) towards Development Charges, Utility Charges, Taxes, Utility Deposits, etc.

b) A sum of Rs. _____/- (Rupees _____ Only) towards deposit for a provisional monthly contribution towards outgoings of Society in respect of the said flat for a period of 3 months from the date of Occupation Certificate or actual possession of the said flat, whichever is earlier.

c) All applicable taxes, duties, fees, cess, surcharge, etc. as may be leviable by Competent Authority on any aspect of this Agreement.

7. The Promoters shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the building is complete and the Occupation Certificate is granted by the Competent Authority, by furnishing the details of the changes, if any, in the carpet area, subject to a variation of 3 percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. Notwithstanding any other law for the time being in force, the parties have mutually agreed that if the variation of carpet area of the said apartment is up to 1% of the area mentioned in this agreement, neither of the party shall pay the other for such variation, however; if there is any reduction in the carpet area above 1% and up to 3%, then Promoter shall refund the excess money paid by Allottee/s within 45 days. Likewise, if there is any increase in the carpet area allotted to the Allottee which is more than 1% but less than 3%, the Promoter shall demand additional amount from the Allottee/s. All these monetary adjustments shall be done on pro-rata basis. However, in case of such variation, the Allottee/s shall not be entitled for any criminal/civil Action to be initiated against the Promoter(s) and further the Allottee(s) hereby agree and undertake that in case of any substandard size of rooms; they shall not make any complaint to the Competent Authorities.
8. The Allottee/s authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any heads of the dues against all lawful outstanding, if

any, in his/her/their name as the Promoters may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

9. The Promoters 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, Competent Authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee/s, obtain Occupation Certificate in respect of the said Apartment from the concerned Competent Authority.

10. Time for payment is an essence of this contract for the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the said flats/shops to the Allottee/s and the common areas to the association of the Allottee/s after receiving the Occupancy Certificate. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her/them in meeting other obligations under the Agreement as per the Payment Plan described hereinabove. Dispatch of demand letter electronically and/or by post/courier by or on behalf of the Promoters, shall be deemed as receipt of the same by the Allottee/s, the Allottee(s) shall not claim non-receipt of the demand letter as a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.

11. The Promoters hereby declared that the Floor Space Index available as on date in respect of the project land is **731.50** square meters only and Promoters has planned to utilize Floor Space Index of **3738.09 square meters** by availing of TDR or FSI or Fungible FSI/Incentive FSI available on payment of premiums, if any. The Promoters has further informed the Allottee/s that the Promoters shall be entitled to exploit optimal FSI/TDR/Incentive FSI/Fungible FSI/CRZ FSI that may accrue in respect of the said project and accordingly revise the sanctioned plans as permissible under the prevailing laws without disturbing the nature, floor and view of the said apartment agreed to be purchased by the

Allottee herein. Upon execution of this Agreement, the Allottee/s hereby indicates his awareness that upon the Promoters shall be exclusively entitled to utilize and exhaust the extra FSI, if any generated and such proposed FSI shall always belong to Promoter only.

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

13. Without prejudice to the right of Promoters to charge interest in terms of clause as mentioned hereinabove, on the Allottee/s committing default in payment on the due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing 3 defaults of payments of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s 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/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice. Promoters shall be entitled to terminate this Agreement unilaterally.

Provided further that upon termination of this Agreement in the manner aforesaid, the Promoters shall refund to the Allottee/s, after deduction of an

amount equivalent to 2.0% of total consideration amount (hereinafter referred to as “liquidated damages”) and applicable GST towards administrative charges and liquidated damages and further deduction of the amounts paid towards GST, other taxes, cess, charges, fees paid to Government or any Competent Authority, brokerage charges, etc. within a period of 30 days of the termination, the instalments of sale consideration of the apartment which may till date have been paid by the Allottee to the Promoter only upon the Allottee/s executing a Deed of Cancellation of this Agreement at his own costs and consequences. Upon default by the Allottee/s, the Allottee/s shall not be entitled to object the deduction of administrative charges and/or liquidated damages as may be levied by the Promoters.

It is further agreed upon by and between the parties that the Promoters shall be entitled to create any kind of third-party interest in respect of the said Apartment once he has communicated of his intention of termination of this Agreement to the Allottee/s and the Allottee/s has failed to remedy the breach.

It is further mutually agreed by and between the parties that in the event of such termination, if the advances, deposits, etc. paid by the Allottee/s falls short than the said liquidated damages, then the Allottee/s will be liable to pay the difference amount to the Promoter(s) within 7 days of such cancellation, failing which the amount would attract interest at the rate of the State Bank of India Highest Marginal Cost of Lending Rate (MCLR) plus 2% and for continued default beyond a period of 30 days penal interest rate @ 15% p.a. shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made.

Notwithstanding any other clause or law in force, the refund of any amounts by the Promoter(s) shall be net of any taxes, cess, Brokerage charges, fees paid to the Government or any Competent Authority including tax deducted at source, VAT, Service Tax, Goods and Service Tax, etc. and the Promoter(s) shall not be liable to refund such amounts paid in respect thereof.

14. The Promoters shall give possession of the apartment to the Allottee/s on or before 31st day of December 2027. 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 prescribed by MahaRERA from time-to-time 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
- (iii) competent authority/court.

15. PROCEDURE FOR TAKING POSSESSION:

The Promoters, upon obtaining the Occupancy Certificate from the Competent Authority in respect of the said Apartment and the payment made by the Allottee/s as per the Agreement shall offer in writing the possession of the said Apartment to the Allottee/s in terms of this Agreement to be taken within 7 days from the date of issues of such notice and the Promoters shall give possession of the said Apartment to the Allottee/s. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Occupancy Certificate in respect of the said Apartment.

The Allottee/s shall take possession of the said Apartment within --15 days of the written notice from the Promoters to the Allottee/s intimating that the said Apartment is ready for use and occupancy.

16. FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF THE SAID APARTMENT:

Upon receiving a written intimation from the Promoters, the Allottee/s shall take possession of the said Apartment from the Promoters by executing necessary indemnities, undertakings and such other documents as may be prescribed by the Promoters and the Promoters shall give possession of the said Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the stipulated time, such Allottee/s shall be liable to pay maintenance charges as applicable whether the said Apartment is occupied or not.

17. DEFECT LIABILITY:

If within a period of five years from the date of handing over the said Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Apartment or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own costs. 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.

However, if the Allottee/s or his vertical or horizontal neighbors carry out any kind of civil work or structural changes to his/her/their Apartment thereby causing any direct or indirect defect, damage, harm in the structure of the Apartment of the Allottee/s, the Promoters shall be not liable to rectify the same.

The Allottee/s further undertakes that he/she/they shall use the said Apartment only for the purpose for which it is sanctioned and likewise he/she/they shall use the parking space only for the purpose of parking private vehicles.

18. MEMBERSHIP OF NEW NAHUR FLAT OWNERS' CO-OPERATIVE HOUSING SOCIETY LIMITED:

The Allottee/s shall execute necessary documentations required for applying membership of New Nahur Flat Owners' Co-operative Housing Society Limited and pay necessary fees, admission fees, corpus fund (as mentioned herein *supra*) and execute an undertaking admitting to abide by the byelaws and decisions of society.

No objection shall be taken by the Allottee/s 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.

19. MAINTENANCE CHARGES:

Within 15 days after notice in writing is given by the Promoters to the Allottee/s that the Apartment is ready for use and occupancy, notwithstanding whether the Allottee/s and/or his/her/their representative has taken over possession of said premises; the Allottee/s shall be liable to bear and pay the proportionate share (in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to management and maintenance of the project land and the buildings directly to the Promoters herein until the management and control of the common affairs is handed over to the said Society. The Allottee/s agrees that till the Allottees' share is so

determined, the Allottee shall pay to the Promoter, provisional monthly contribution of Rs. _____/- (Rupees _____ Only) per month towards the outgoings for period of 3 months. The amount so paid by the Allottee/s 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 Promoters to the Society or the Limited Company, as the case may be

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

(i) Rs. _____/- (Rupees _____ Only) for share money, application entrance fee of the said Society.

(ii) Rs. _____/- (Rupees _____ Only) for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. _____/- (Rupees _____ Only) for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(iv) Rs. _____/- (Rupees _____ Only) For Deposit towards Water, Electric, and other utility and services connection charges shall be payable as and when applicable and as and when demanded by the allottee to the promoter.

20. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

The Promoters hereby represents and warrants to the Allottee/s as follows:

- a) the Promoters has clear and marketable title for development of the said project land; as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the project land and

also has Actual, physical and legal possession of the project land for implementation of the said project. The Promoters have also disclosed the pending litigations, if any in respect of the subject land to the Allottee/s herein.

- b) The Promoters has lawful rights and requisite approvals from the competent authorities to carry out development of the said project and shall apply for requisite approvals from time to time to complete the development of the project.
- c) There are no encumbrances upon the project land or the project except those disclosed on and/or in the title report in respect of this project.
- d) 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 Promoters 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 the common areas.
- e) The Promoters has/have a 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.
- f) The Promoter/s has/have not entered into any Agreement for sale and/or development Agreement or any other Agreement/arrangement with any person or party with respect to the project land, including the project and the said apartment which will, in any manner, affect the rights of Allottee/s under this Agreement.

- g) The Promoters confirm that they are not restricted in any manner whatsoever from selling the said apartment to the Allottee in the manner contemplated in this Agreement;
- h) the Promoters shall hand over lawful, vacant, peaceful, physical possession of the common areas of the structure to the said Society of the Allottee/s is at the time of exaggeration of deed of assignment in favour of such Society.
- i) The Promoters has/have duly paid and discharged the Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings to the competent authorities.
- j) There is no notice from any Government or any other local body or authority or any legislative enactment, Government ordinance, Order, notification thereby preventing the Promoter to enter into this Agreement..

21. RIGHTS OF PROMOTERS:

- a) Notwithstanding any other clause of this Agreement or any other law for the time being in force, it is expressly agreed that the right of the Allottee(s)/s under this Agreement is only restricted to the said Flat/Shop/Premises/Apartment agreed to be sold by the Promoter(s) to the Allottee(s)/s and all other premises shall be the sole property of the Promoter(s) and the Promoter(s) shall be entitled in accordance with prevailing provisions of law including rights to amend the approved/sanctioned plans and layouts subject to a condition that there shall be no change(s) or modification(s) to the Floor or view of the said flat/shop agreed to be purchased in this Agreement.
- b) The Promoter(s) shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise floor/s or put up additional structures as may be permitted by sanctioning authorities and display of advertisements

and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the said Flat/ Shop/ Premises to which the Allottee(s)/s shall not have any right to object, and it is expressly agreed that the Promoter(s) shall be entitled to put a hoarding or give on lease site for cell base station and telecom towers on the said Property or on the Buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Promoter(s) is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the building/s as the case may be and the Allottee(s)/s agrees not to object or dispute the same. The Allottee(s)/s shall not be entitled to raise any objection or claim or any abatement in the price of the said Flat/ Shop/ Premises agreed to be acquired by him/ her/ them and/ or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter(s). The Promoter(s) shall be entitled to install its logo in one or more places in or upon the building/s and the Promoter(s) reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo even after completion of said project.

c) Promoters shall have unfettered right at their exclusive discretion, to amalgamate/club the said project with any other viable project for shifting of Permanent Transit Camps (PTCs) from the said project to such other project without requiring any prior consent of Allottee(s) hereto as the Allottee/s are aware that the said project is being developed as per provisions of DCPR-2034.

d) Till the entire development of the said Property is completed, the Allottee(s)/s shall not interfere in any manner in any work of development or construction and the Promoter(s) alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens,

infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and the Allottee(s)/s shall have no right or interest in the enjoyment and control of the Promoter(s) in this regard.

22. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE(S) AND HIS/HER/THEIR SUCCESSOR-IN-TITLE OF THE SAID APARTMENT:

The Allottee/s or himself/herself/themselves with intention to bring all persons into whosoever hence the said apartment may come, hereby covenants with the Promoter as follows:

- a) to maintain the apartment at the Allottee/s own costs in good and tenantable repair and condition from the date that of possession of the apartment is taken and shall not do or suffered to be done anything in Order 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 Order to the building in which the apartment is situated in the apartment itself or any part thereof without the consent of the local authorities and the Promoters. If the Allottee/s cause any kind of alteration in the sanctioned plan without the written permission of the Promoters; the Promoters shall be deemed to be absolved from the defect liability clause as envisaged in this Agreement and the said Act.
- b) 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 of the structure of the building in which the apartment is situated or storing of which goods is objected 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 of the structure of the building in which the apartment is situated, including

entrances of the building in which the apartment is situated and in case of any damages 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 and shall also be further liable to make good such damages at his own cost.

c) 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 Promoters to the Allottee/s and shall not do or suffered 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/s 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. The Allottee/s hereby undertakes to indemnify and keep indemnified the Promoters from any loss, damage or prejudice caused to the said project or the Promoters due to any breach of any of the conditions herein on his/her/their part.

d) 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 color 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 or other structural members in the apartment without the prior written permission of the Promoter.

- e) Not to do or permit to be done any act or abstinence 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 increase premium shall become payable in respect of the insurance. The Allottee/s hereby undertakes to indemnify and make good all losses caused to the Promoters due to his Acts and/or abstinences causing increase in insurance premia, if any.
- f) Not to throw dirt, rubbish, racks, 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.
- g) Pay to the Promoter/s within 15 days of demand by the Promoters, his share of Security deposit demanded by the concerned local authority or Government or the Promoter for giving water, electricity or any other service in connection to the building in which the apartment is situated.
- h) 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 use of the apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- i) The Allottee/s shall not let, sublet, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the apartment or the said Car Park Space until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- j) The Allottee/s shall observe and perform all the Rules and regulations which the said Society or the limited company or Apex Body or Federation may adopt at its inception and the editions, 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 said Society 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 outgoings in accordance with the terms of this Agreement.

- k) Not to carry out civil work, including, but not limited to, any work in the kitchen and bathroom/toilets wherein any work of tiling, flooring etc. which damages the waterproofing, plumbing or sanitary lines laid at site. In case the Allottee(s) carries out any changes, modifications or alterations by himself or his agencies then the warranty of the said items becomes null and void and the defect liability of the Promoter(s) shall be lapsed and the Allottee(s) is solely liable to rectify and repair the same for all the affected area within his flat and/or the floors below accordingly at his own costs, expenses and consequences.
- l) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee/s 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.
- m) Till the subsistence of Defect Liability period, the Allottee/s shall permit the Promoters and their surveyors, agents, servants with or without a Workman 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,
- n) During the execution of interior works, the Allottee(s)/s shall be responsible for Acts of any contractor/ workmen/ agents/ representatives and if such persons behave in any manner which is unacceptable to the Promoter(s) then

such contractor/ workmen/ agents/ representatives will be removed forthwith and will not be allowed to re- enter the said Premises again;

23. FINANCE FACILITY:

- a) If the Allottee/s has availed of a loan from financial institutions or banks or any other lender (the “**Lender**”) against the security of the said Flat/said Shop/ Premises for which a written NOC/ consent and approval of the Promoter(s) has been issued, then in the event of (a) the Allottee/s committing a default of the payment of the installments of the consideration amount (b) the Allottee/s deciding to cancel the Agreement and/ or (c) the Promoter(s) exercising its right to terminate this Agreement, the Allottee/s shall clear the mortgage debt outstanding at the time of the said termination. The Allottee/s shall obtain the NOC or such necessary letter and other documents including but not limited to the original registered Agreement for Sale and NOC from the Promoter(s), receipt etc. from the Lender stating that the Allottee/s has/ have cleared the mortgage debt. Notwithstanding the above, the Allottee/s’ obligation to make payment of the installments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.
- b) It is also agreed that the Allottee/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Lender. Any delay in receiving the installment from the Allottee/s or the Lender for any reason whatsoever will entitle the Promoter(s) to charge interest at the rate of prevailing MCLR + 2% p.a., till such time that the payments are made without prejudice to other entitlements of the Promoters under this Agreement and/or any other law for the time being in force.
- c) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposits, sums received on account of share capital for the promotion of the Cooperative Society or

towards the outgoings, maintenance, etc. and shall utilize the amounts only for the purpose for which they have been received. However, under any circumstances the Allottee shall not be entitled to raise any objections as to the rationality or commercial viability of the expenses made by the Promoter from the said deposits or advances, as the case may be.

d) Nothing contained in this Agreement is intended to be ignored shall be construed to be as a grant, demise or assignment in law of the said apartment 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 agree to be sold to him after making full and final payment as recorded herein and all open spaces, parking spaces, lobbies, staircases, terraces, recreational spaces will remain the property of the Promoter until the reins and control of common areas is handed over to said Society.

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

25. BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s 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/s and secondly, appears for registration of the same before the concerned sub- registrar as and when intimated by the Promoters. If the Allottee/s has failed to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of the receipt by the

Allottee and/or appear before the sub- registrar for its registration as and when intimated by the Promoters, then the Promoters shall be entitled to deem that the Allottee/s has committed a default and the Promoter shall within 15 days there from, refund the money if so collected till date from the said Allottee/s without any interest or compensation after deduction of , taxes, duties, cess, charges, fees as may be paid and/or payable, brokerage charges, etc. and further deduction of an amount equivalent to 8% towards administrative charges and liquidated damages of the total consideration amount only and further GST (as may be applicable) upon the Allottee executing a Deed of Cancellation of this Agreement at his own risks as to its costs and consequences.

26. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitute 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, Agreements whether written or oral if any between the parties and in contravention of the terms of this Agreement in respect of the said apartment, as the case may be.

27. RIGHT TO AMEND:

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

28. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S, SUBSEQUENT ALLOTTEE:

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 an allottee against any

subsequent Allottee is of the said apartment in case of transfer as the said obligations go along with the said apartment for all intents and purposes.

29. SEVERABILITY:

If any provisions 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 Agreement shall be deemed amended or deleted in so far as is 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.

30. WAIVER:

Any delay tolerated or indulgence shown by the Promoter(s) in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee(s)/s by the Promoter(s) shall not be construed as a waiver on the part of the Promoter(s) of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee(s) /s nor shall the same in any manner prejudice the rights of the Promoter(s).

31. METHOD OF CALCULATION OF PROPORTIONATE SHARE

WHEREVER REFERRED TO IN THIS AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee(s) in the said project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the apartments in the project.

32. FURTHER ASSURANCES:

Both the 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 purpose went to any such transaction.

33. PLACE OF EXECUTION:

- a) The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's office after the Agreement is duly executed by the Allottee/s and the said Agreement shall be lost for registration at the office of sub- registrar. Hence, this Agreement shall be deemed to have been executed at Mumbai.
- b) The Allottee/s 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 Promoters will attend such office and admit execution thereof.
- c) 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 AD at either of their respective address as specified below:

Name of Allottee/s : _____

Address of Allottee/s : _____

Notified Email ID : _____

Address of Promoter(s) : 53, Raja Industrial Estate,
Jain Mandir Road,
Mulund (West), Mumbai 400 080

Notified Email ID : sales.sunnydevelopers@gmail.com

Any change of address subsequent to the execution of this Agreement shall be notified to each other by both the parties and all further communications shall be done on such changed address thenceforth.

34. JOINT ALLOTTEE/S

That in case there are joint Allottee/s all communications shall be sent by the Promoter to the Allottee whose name appears 1st and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottee/s. Further, in case of joint Allottee/s, all the Allottee/s shall be jointly and severally liable for all the liabilities arising out of this Agreement.

35. STAMP DUTY & REGISTRATION:

The charges towards stamp duty and registration and other miscellaneous expenses central or coincidental thereto shall be borne and paid by the Allottee(s).

36. ALTERNATE DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the dispute shall be referred to a common arbitrator or such other authority as per the provisions of the said Arbitration and Conciliation Act, 1996 and Rules framed thereunder and Award passed by the Arbitrator shall be final and binding on both parties.

37. GOVERNING LAW:

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

FIRST SCHEDULE OF SAID LAND

ALL THAT that property being pieces, parcels or plots of non-agricultural land bearing **Survey No. 109, Hissa No. 3 and 5 part** and **C.T.S. No. 551/70** admeasuring **731.50 square meters** as per Property Card, Village Nahur, Taluka Kurla, Mumbai Suburban District and bounded as follows:

On or towards East by: **Nahur Road.**

On or towards West by: **CTS No.551/71**

On or towards North by: **Kandoi Apartment**

On or towards South by: **Shivshakti Building**

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SCHEDULE OF THE SAID NEW PREMISES

The Flat/Shop premises bearing No. ____, admeasuring _____ Sq. Ft. Carpet Area (as per MahaRERA) on ____ floor (on ____ Habitable floor) together with one mechanized car parking slot admeasuring _____ sq. ft. having _____ Length X _____ Breadth X _____ Vertical Clearance in the new building to be re-constructed and to be known as “**STUTI**” on non-agricultural land bearing on land bearing No. 109, Hissa No.3 and 5 part and C.T.S. No.551/70 admeasuring 731.50 square meters as per Property Card, Village Nahur, Taluka Kurla, Mumbai Suburban.

SECOND SCHEDULE ABOVE REFERRED TO

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

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.	Entrance Lobby	31.11.2027	31.12.2027	17.33 Sq. Mtrs.
2.	Common Lobby + Staircase	31.11.2027	31.12.2027	37.06 X 20 Floors = 741.20 Sq. Mtrs.
3.	Parking Tower	31.11.2027	31.12.2027	86.37 Sq. Mtrs (Plinth Area) of Tower Height 69.50 Mtrs

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

	Types of facilities/amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/area of facilities/ amenities	FSI Utilized or free of FSI
1.	Fitness Centre	-	31-11-2027	31-12-2027	68.97 Sq. Mtr	Free of FSI
2.	Society Office	-	31-11-2027	31-12-2027	18.84 Sq. Mtr	Free of FSI

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

	Types of facilities / amenities provided	Phase name / number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size / area of facilities / amenities	FSI Utilized or 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.

	Types of open spaces (RG/PG) to be provided	Phase name / number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
1.	L.O.S. Area	-	56.50 Sq. Mtrs	31.12.2027	31.11.2027

E. Details and specifications of the lifts:

	Type Lift (passenger/service/stretchers/goods/fire/evacuation/any other)	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
1	Fire Evacuation Lift	01	15 Passengers / 1020 Kg	1.75 mtr / sec
2	Passenger	02	15 Passengers / 1020 Kg	1.75 mtr / sec

Note:

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

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

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

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

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

IN WITNESSES WHEREOF the parties hereto have hereunto set and subscribed their respective signatures and seal the day and year first hereinabove written.

SIGNED AND DELIVERED by the _____)

withinnamed **DEVELOPERS/PROMOTERS** _____)

M/s SUNNY DEVELOPERS AND BUILDERS LLP _____)

PAN: **ADPFS8652Q**

Through its Authorized Partner _____)

Mr. Sunny Dhansukhlal Shah _____)

In the presence of: _____)

1. _____)

2. _____)

SIGNED SEALED AND DELIVERED _____)

BY THE FLAT PURCHASER(S)/ALLOTTEE(S) _____)

1) _____)

PAN: _____

2) _____)

PAN: _____

3) _____)

PAN: _____

In the presence of: _____)

1. _____)

2. _____)

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RECEIPT

RECEIVED with thanks from Mr. / Mrs. / M/s _____, a sum of Rs.
_____/ - (Rupees _____ Only) towards token/advance/part
payment in view of Agreement for Sale in *Total*
Consideration/Taxation/Deposit/Parking Charges Account by Cheque/Demand
Draft/Pay Order/RTGS/NEFT/IMPS No. _____ dated _____ Drawn on
_____.

WE SAY RECEIVED

FOR M/S SUNNY DEVELOPERS AND BUILDERS LLP

AUTHORIZED PERSON

WITNESSES

1. _____
2. _____