

AGREEMENT FOR SALE



BETWEEN

AAYUSH BUILDERS AND DEVELOPERS LLP.

AND

MR./MRS. _____

SCHEDULE OF PROPERTY

Flat No. _____ on the _____ Floor

Of the building known as "AAYUSH AURUM"

Situated at CTS No. 366/49,

Plot No. 8 & 9, Swastik Park,

Chembur, Mumbai- 400071.

AGREEMENT FOR SALE

This AGREEMENT FOR SALE ("Agreement for Sale") is made at Mumbai this ____ day of _____ in the Year Two Thousand Twenty-Five (2025).

BETWEEN

M/S. AAYUSH BUILDERS AND DEVELOPERS LLP, (P.A. NO. ABCFA5223A), a Partnership firm, registered under The Limited Liability Partnership Act 2008, having its registered office at – 1301, Safal Heights - 1, V. N. Purav Marg, Moti Baug, Chembur, Mumbai – 400 071 through its partners and representative) MR. ARUN GOVIND JADHWANI AND 2) MR. SANTOSH HARENDER NIHALANI hereinafter called "THE DEVELOPER" and / or "THE PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners for the time being constituting the said firm, the survivors and survivor of them, heirs, executors and administrators of last surviving partner), of **ONE PART**;

AND

Mr./Mrs _____ (PAN NO. _____), Age ____ Years, Indian Inhabitant, residing at _____, hereinafter referred to as the "THE ALLOTTEE/S", (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include her/his/their heirs, executors, administrators and assigns) **OF OTHER PART**.

The Developer / Promoter and the Allottee(s) are collectively referred to as 'The Parties' and Individually referred to as 'The Party'.

WHEREAS:

- A. Vide Deed of Conveyance dated 29th April, 1980 executed between Swastik Textiles Mills Limited (therein referred to as the 'the Vendor') of the First Part therein; Mr. G.S. Adishesan and Mr. P.G. Pathare, Partners of M/s. Parsn Foundation and Engineering Corporation (therein referred to as 'the Confirming Party') of the Second Part; and Seena Niwas Co-operative Housing Society Ltd, a Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960, under Registration Number BOM/HSG/5864/1979, having its registered office at Rameshwar A - B, Plot No 8 and 9, C.T.S. No. 366/49, Swastik Park, Chembur, Mumbai – 400071, (therein referred to as 'the Purchaser' and herein after referred to as 'the said Society'), registered with the office of the Sub- Registrar of Assurances, Bombay on 2nd June, 1980 under serial No. BBJ/1306/1980; the Vendor therein, on request of the said Confirming Party, conveyed to the said Society all its share, right, title and interest in the Plot Nos. 8 and 9, bearing Survey No. 14 – A (part) corresponding to C.T.S. No. 366 (part) admeasuring 1869 Sq.Mtrs., situate at Sion Trombay Road, Chembur Village, in Greater Bombay, within the Registration sub district of Bombay City and Bombay Suburban, as more particularly described in First Schedule thereunder written, upon terms and conditions as more particularly stipulated therein.

- B. The Society is the Owner of and is seized and possessed of all that piece or parcel of land or ground of land revenue tenure situate, lying and being at the Plot No. 8 and 9 bearing Survey No. 14 – A (Part), corresponding to C.T.S. No. 366/49, admeasuring 1688.60 Sq. Mtrs., situate at Sion Trombay Road, Chembur Village, in Greater Bombay, within the Registration sub district of Bombay City and Bombay Suburban, and delineated by **red colour** boundary line on the plan annexed hereto as **“Annexure - A”** (hereinafter referred to as the **“said Plot of Land of the Society”**); together with Building standing thereon comprising of two wings known as “ Rameshwar A – B’ , standing thereon, comprising of Ground and 4 (Four) upper Floors, totally having 40 (Forty) residential units and the said Plot of land of the Society is assessed by the Assessor & Collector of Municipal Rates and Taxes in M Ward, under Account No. . MW110943077000 (hereinafter referred to as the **“said Building of the Society”**). The said Plot of Land of the Society and the said Building of the Society are hereinafter, collectively referred to as **“said Property of the Society”** and have been more particularly described in the **First Schedule** hereunder written. A copy of the Society Registration Certificate is hereto annexed and marked as **“Annexure - B”**. A copy of Property Card of the said Plot of Land of the Society is hereto annexed and marked as **“Annexure - C”**.
- C. Vide Redevelopment Agreement dated **05.12.2024** registered in the Office of Sub- Registrar, Class – 2, Kurla – 5, Mumbai Suburban District (Bandra), under the **Serial No. KRL-5-32317-2024** dated 09.12.2024 executed by and between the society (therein referred to as **‘The Society’**), Members of the Society, including the Member of the society (therein referred to as **‘The Members’**) and the Developer herein (therein referred to as **‘Developer’**), (hereinafter referred to as **‘the said Redevelopment Agreement’**), the said Society and the Members have granted rights to redevelop the said Property of the Society to the Developer, and that for the said purpose the Society have granted rights to the Developer to enter upon the said Property of the Society, demolish the said Building of the Society and construct a new Building on the said Plot of land of the Society, upon the terms and conditions as more particularly stipulated in the said Redevelopment Agreement. A copy of **Index II** of the said Redevelopment Agreement is hereto annexed and marked as **“Annexure – D”**.
- D. In pursuance of the said Redevelopment Agreement, the Society, through its Authorized Signatories, namely **(1) Mr. Sunil Matreja - Hon. Chairman, (2) Mr. Manish Goradia - Hon. Secretary and (3) Mrs. Nayana Shetty - Hon. Treasurer of the Society**, executed a **Power of Attorney** dated **05.12.2024**, duly registered in the Office of Sub- Registrar, Class – 2, Kurla – 5, Mumbai Suburban District (Bandra), under the **Serial No. KRL-5- 32320–2024, dated 09.12.2024**, in favour of Mr. Arun Govind Jadhvani, the designated Partner of Aayush Builders and Developers LLP, i.e. the Developer herein (**‘the said Power of Attorney’**). By the said Power of Attorney, the Society has granted various powers to the Developer for the purpose of constructing a new building on the said plot of land of the Society and to carry out all such acts and deeds as may be required pertaining to the Redevelopment of the said Property of the Society, including to undertake all necessary steps, actions, and procedures for conversion of the said Plot of land of the Society from **‘B-1’ Tenure to ‘C’ Tenure**,

as may be required by applicable laws, rules, regulations, and orders of the concerned authorities; as contemplated under the said Redevelopment Agreement. A copy of the receipt of the said Power of Attorney, duly registered, is hereto annexed and marked as "Annexure - E".

- E. Under the said Redevelopment Agreement, the redevelopment of the said Plot of land of the Society inter alia, involves: (i) demolition of the said Building of the Society standing on the Plot of land of the Society, (ii) development and construction of the proposed New Building upon the said Plot of Land namely **"AAYUSH AURUM" ('the said New Building')** comprising **of Stilt + 13 Upper Floors or as may be approved from time to time**, (subject to and as per the tentative plans prepared by the Developer), together with the Common Areas & Amenities, by utilization of the Aggregate FSI, (iii) development and construction of the Flats and car parking spaces for the Members and allotment of the Flats and Car-parking Spaces, out of the Society Retained FSI, i.e. FSI retained by the Society (iv) development and construction of the Flats and the Developer's Parking Spaces constructed by the Developer by utilization of the Developer's Portion, in terms of the Developer's FSI, (vi) sales of the Developer's Flats on *"ownership basis"*, and allotment of Developers' Parking Spaces, under the applicable provisions of Law, and/or the grant of leases, tenancies, licenses, and/or any other alienation or dispose of such Developer's Flats and allotment of Developer's Parking Spaces, as the Developer deem fit, in its discretion, on principal to principal basis, and (vii) admission of the prospective Flat, purchasers of the Developer's Flat, in the said New Building constructed on the said Plot of land of the Society as Member/s of the Society.
- F. Clause HH and Clause LL of the said Redevelopment Agreement stipulate, inter alia, that the Development Potential of the said Plot of Land of the Society collectively comprises of i) the available basic Floor Space Index ('FSI') of 1.00, ii) Premium FSI which is to be obtained by way of Transfer of Development Rights (TDR) in the form of TDR FSI, iii) Fungible FSI / Compensatory FSI, iv) Areas free of FSI, and v) FSI advantage in lieu of Road Setback affected area of 8.61 Sq. Mtrs . Also, if the area of the Plot of land of the Society is affected by any setback for widening of the road, then in that event the Floor Space Index benefit in respect of the Road setback area shall be computed and shall form part of the Development Potential of the said Plot of Land of the Society.
- G. The Developer is therefore entitled to utilize the existing Development Potential of the Plot of land of the Society i.e. the entire plot FSI and TDR FSI i.e. up to maximum of 100% of the area of the said plot of land of the Society plus compensatory Fungible FSI as per the applicable provisions of Development Control and Promotion Regulations-2034, that may be available and permissible to the utmost extent (maximum up to 3.24 FSI) (Three
- H. point Twenty Four) for the construction of the new building on the said Plot of land of the Society.
- I. Clause JJ of the said Redevelopment Agreement stipulates, inter alia, that as per the existing Development Potential of the said Plot of Land of the Society, the FSI currently available (including enclosed balcony area and fungible compensatory FSI) is approximately 58868.61 Sq. Feet, i.e.,

5471.06 Sq. Meters (hereinafter referred to as the **"Aggregate FSI"**). Out of the Aggregate FSI, the Society has retained FSI of 33069.03 Sq. Ft. equivalent to 3073.33 Sq. meters (hereinafter referred to as the **"Society Retained FSI"**) and the balance FSI of 25799.58 Sq. Feet, i.e. 2397.73 Sq. Meters pursuant to the grant of development rights shall belong to the Developer (hereinafter referred to as the **"Developer's FSI"**) which shall be utilized by the Developer in constructing the saleable flats and carparks from such Developer FSI (hereinafter referred to as **"Developer's Portion / Developer's Entitlement"**).

- J. The Promoters are therefore entitled and enjoined upon to construct the new building on the project land in accordance with the recitals hereinabove.
- K. The Society, being the owner of the said plot of land of the Society is in possession of the project land.
- L. The Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said **"Apartment"**) in the said New Building called 'AAYUSH AURUM' (herein after referred to as **"the said Building"**) being constructed on the said Project land, by the Promoter.
- M. The Promoter has entered into a standard Agreement with Architect Tejas Arun Chhadva of **M/s. B.H. Wadhwa and Chhadva Associates** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- N. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority (MahaRERA) on _____ bearing Project Registration No. **P**_____. Copy of Registration Certificate is hereto annexed and marked as **"ANNEXURE – F"**.
- O. The Promoter has appointed a structural Engineer **Associated Structural Engineers LLP** 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.
- P. Under the said Redevelopment Agreement so also the Power of Attorney, the Promoter has sole and exclusive right to sell the Apartments to be constructed out of Developers' Entitlement in the said building 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.
- Q. 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 Mr. Tejas Arun Chhadva of M/s B.H. Wadhwa and Chhadva 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.

- R. The authenticated copies of The Title Certificate dated 1st July 2024 issued by the Lawyer of the Promoter Mrs. Kiran Sharma proprietor of M/s. Legal Saarthi, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the Society and the Promoter to the project land on which the building containing the Apartments is contemplated to be constructed. The copy of Title Report has been annexed hereto and marked as "Annexure –G".
- S. The **Intimation Of disapproval (IOD)** bearing Reference No. **P4992/2020/(366/49/M/W Ward/Chembur-W/IOD/1/NEW** dated **13th May 2025** has been issued by Brihanmumbai Municipal Corporation (BMC). The copy of IOD is hereto annexed and marked as "ANNEXURE –H".
- T. Furthermore, amended plans for **Stilt + 13 upper floors** or as may be approved from time to time, in respect of the New Building was approved by Brihanmumbai Municipal Corporation (BMC) vide Reference No. _____ dated _____ and that the Commencement Certificate up to Stilt level has been issued by BMC on _____ bearing reference no. _____. The copy the Commencement Certificate is hereto annexed and marked as "ANNEXURE -I".
- U. The authenticated copies of the floor plan/s showing the of the apartment agreed to be purchased by the allottee/s as sanctioned and approved by the local Authority have been annexed hereto and marked as "ANNEXURE – J".
- V. 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.
- W. 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.
- X. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- Y. The Allottee has applied to the Promoter for allotment of an Apartment No. ____ on ____ Floor, situated in the said building "AAYUSH AURUM" situated at C.T.S. No. 366/45, Plot No. 8 & 9, Swastik Park, Chembur, Mumbai 400071.

Z. The carpet area of the said Apartment is _____ Sq. mtrs. (_____ 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.

AA. 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.

BB. Prior to the execution of these presents the Allottee/s has paid to the Promoter being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s.

a. A sum of Rs. _____/- (Rupees _____ Only) towards non-refundable advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge).

b. A sum of Rs. _____/- (Rupees _____ Only) has been paid to the Promoter part payment towards the total sale consideration.

c. The Allottee/s has to deduct and deposit the TDS amount of Rs. _____/- (Rupees _____ Only) i. e. 1% on total consideration with the Government Treasury, in respect of this Agreement for Sale, as and when required from time to time, as required under Section 194-1A of Income Tax Act, 1961 and relevant Rules made thereunder. Time being the essence of this Agreement for Sale.

d. The Allottee/s has hereby agreed to pay to the Developer the balance amount of a sum of Rs. _____/- (Rupees _____ Only) out of the total sale consideration in the following manner as mentioned hereunder in the Schedule of Payment.

CC. 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 said Apartment and the covered parking.

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

1. PROMOTER/S RIGHT OF DEVELOPMENT AND ACCEPTANCE THEREOF BY ALOTTEE/S:-

1.1 The Promoter/s shall construct the said New Building known as "AAYUSH AURUM", by redevelopment of the said Property of the Society, situated on piece or parcel of land being Plot No. 8 & 9, corresponding to C.T.S. No. 366/49 of Chembur Division, admeasuring total about 1688.60 Sq. Mtrs. together with building structure name 'Rameshwar A-B' consisting of Two Wings having Ground plus 04 (Four) storeyed RCC building with a total 40 (Forty) Residential Flats situated at Village Chembur, Taluka Kurla, and Bombay Suburban District within the Registration Sub- district of Bombay City and Mumbai Suburban, as more particularly described in 'First Schedule' hereunder.

1.2 The Promoter shall construct the said Building/s "AAYUSH AURUM" consisting of **Stilt + 13 (Thirteen) Upper Floors** or as may be approved from time to time, together with the Common Areas & Amenities and the Limited Common Areas & Amenities, 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/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

2. **ALLOTMENT OF APARTMENT AND PAYMENT OF CONSIDERATION: -**

2.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the Apartment No. _____ of the type _____ of carpet area admeasuring _____ sq. meters on _____ floor in the said building 'AAYUSH AURUM' ('the Apartment herein') as shown in the Floor plan thereof and hereto annexed and marked as "Annexure – J", for the consideration of Rs. _____ (Rupees _____ only) which are more particularly described in the **SECOND SCHEDULE** hereunder written.

2.2 The purchase price of the Apartment as mentioned above, is determined on the basis of above referred carpet area of the apartment which Allottee/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, exclusive verandah, if any, are neither included in the carpet area nor are considered for determining the purchase price.

2.3 The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **1 (ONE) Car Parking space** in the Mechanized / Tower parking bearing no. _____, 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. _____ /.

2.4 **The Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor. Allottee shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner. The said car parking space shall be used only for the purpose of parking a 4-wheel motor vehicle and not for any other purpose. The Society shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the**

Promoter.

2.5 Prior to the execution of these presents the Allottee/s has paid to the Promoter being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s.

i. A sum of Rs. _____/- **Rupees** **Only**) towards non-refundable advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge).

ii. A sum of Rs. _____/- **(Rupees** _____ **Only)** has been paid to the Promoter part payment towards the total sale consideration.

iii. The Allottee/s has to deduct and deposit the TDS amount of Rs. _____/- **(Rupees** _____ **Only)** i. e. 1% on total consideration with the Government Treasury, in respect of this Agreement for Sale, as and when required from time to time, as required under Section 194-1A of Income Tax Act, 1961 and relevant Rules made thereunder. Time being the essence of this Agreement for Sale.

iv. The Allottee/s has hereby agreed to pay to the Developer the balance amount of a sum of Rs. _____/- **(Rupees** _____ **Only)** out of the total sale consideration in the following manner as mentioned hereunder in the Schedule of Payment.

SCHEDULE OF PAYMENT		
Sr. No.	Particulars	Percent
1	Advance Payment / Application Fee / Allotment Letter	10%
2	On obtaining MAHA RERA certificate	20%
3	On Completion of the Plinth	15%
4	On Completion of 1 st Slab	5%
5	On Completion of 3 rd Slab	5%
6	On Completion of 5 th Slab	5%
7	On Completion of 7 th Slab	5%
8	On Completion of 9 th Slab	5%
9	On Completion of 11 th Slab	5%
11	On Completion of Brickwork & Door Frames	5%
12	On Completion of Internal Plaster & Internal Plumbing	5%
13	On Completion of Flooring / Tile Work & Electrical wiring & switches	5%
15	On Completion of External Plaster, Plumbing & Painting	5%
16	On Application of Occupancy Certificate	5%
	Total	100%

- 3.1 The Allottee/s / Purchaser/s do and each of them doth hereby agree that in event the consideration payable by the Allottee/s / Purchaser/s unto the Promoter herein, as required by the AU Small Finance Bank Limited, then the same shall be transferred into the designated RERA Collection Account in the name of **“Aayush Builders and Developers LLP Rera Designated Collection Account for Aayush Aurum”** having Account No. 2502266375761992 being opened by the Promoter’s with the AU Small Finance Bank Limited at Dadar Branch. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.
- 3.2 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, Swachh Bharat Cess, any other Cess or any other similar taxes which may be levied any time, hereinafter 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.
- 3.3 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 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.
- 3.4 The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments @ 8% 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/s by the Promoter.
- 3.5. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 3.6. The Allottee/s 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/s undertakes not to object/demand/direct the Promoter

to adjust his payments in any manner.

4) **ADHERANCE TO SANCTION PLAN:** -

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/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

5) **TIME IS ESSENCE FOR BOTH PROMOTER AND ALLOTTEE/S:** -

Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the Society after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the 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").

6) **DISCLOSURE OF FLOOR SPACE INDEX AND ACCEPTANCE BY ALLOTTEE/S:** -

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1688.60 square meters only and Promoter has planned to utilize Floor Space Index of **3.24** 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 **3.24** proposed to be utilized by him on the project land in the said Project and Allottee/s 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 till conveyance/assignment of leasehold rights.

7) **CONSEQUENCES UPON FAILURE IN ADHERING TO TIME SCHEDULE:** -

7.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter 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 Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s(s) to the Promoter.

7.2 Time shall be the essence of contract for all payments/deposits to be made by the Allottee/s under this Agreement and at law. The Allottee/s hereby agree and undertake to pay each and

every installment within 7(SEVEN) days from the date of demand by the Promoters. Without prejudice to the above, if the Allottee/s fails to make the payment within a period of 7(SEVEN) days or levied mentioned in the demand letters/emails, then and in such an event, the Allottee/s agrees to pay to the Promoters **interest @ 12% (Twelve Percent) per annum** on all the amounts outstanding under the terms of this Agreement. However, the Allottee/s agrees that the demanded installment shall not be delayed for more than **15 (FIFTEEN) days** from its due date and if thereafter, still the installment is not paid, then and in such event the Promoters shall have the absolute right to rescind this agreement.

7.3 Without prejudice to the right of promoter to charge interest in terms of sub clause 7.2 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s 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/s 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/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his 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 Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

7.4 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of liquidated damages and or any other amount which may be payable to Promoter) within a period of 90 (NINETY) days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter. **It is agreed and understood that after deducting the total amount of liquidated damages, the balance amount if any shall be refunded to the Allottee/s in the manner stated in clause 7.2 above and that too simultaneously upon Allottee/s executing and registering the deed of cancellation of this agreement, which deed Allottee/s shall be liable to execute and register within 15 days from the date of receipt of termination notice by him/her/them as stated in clause 7.2 above, failing which the Promoter shall be entitled to proceed to execute/register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/registration shall not prejudice the cancellation and/or the Promoter's right to forfeit and refund the balance to the Allottee/s and the Promoter's right to sell/transfer the Apartment including but not limited to car park(s) to any third party. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Apartment and/or Car park(s) and/or the Project and/or the Project Property and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever.**

The Allottee/s acknowledges and confirms that the provisions of this clause shall survive the termination of this Agreement.

7.5 In the event of termination of the allotment of the said Flat by the Allottee/s for whatever reason or in the event of termination of the allotment of the said Flat by the Developers on account of the breaches of the Allottee/s, including the breach on account of delayed payments and/or failure to make payments in spite of being called upon to do so and in spite of the notice by the Developers to cure/remedy such breach or breaches (as stated above), the following amounts shall be deducted and forfeited:-

- a. 10% of the total consideration as agreed by the Allottee/s along with application service.
- b. Tax/s, GST, CGST, SGST, IGST, Service Tax, MVAT, TDS or any other Government Charges shall stand forfeited by the Developers as administrative charges.
- c. Brokerage as paid and/or payable.
- d. All taxes and outgoings if any due, paid or payable in respect of the said Flat upto termination/cancellation.
- e. Interest payable by the Allottee/s on account of delayed payments till date of termination/cancellation.
- f. PRE-EMI interest (if any paid by the Developers on behalf of the Allottee/s);
- g. The reduction in consideration pursuant to the resale of the said flat by the Developers.

The refund shall be made only after the resale of the said flat to any third-party purchaser and not otherwise, after deduction as aforesaid. Further, the Developers shall not be liable to reimburse to the Purchaser any charges such as stamp duty, registration charges. The Allottee/s shall seek refund of all taxes paid to the Developer directly from the statutory authorities. The Developer may provide all supporting documents as required by the Allottee/s to facilitate them to receive such refunds directly from the statutory authorities upon the termination of this agreement, under this clause, the Developers shall be at liberty to sell the said Flat to any other person of their choice and at such price as the Developers may deem fit and the Allottee/s shall not object to the same.

The Allottee/s shall have no claim whatsoever in respect of the said Flat on issuance of the termination letter by the Developers or on issuance of a cancellation request by the Allottee/s.

8) **AMENITIES AND FIXTURES:** -

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 set out in **"Fourth Schedule"**.

9) **POSSESSION DATE:** -

The Promoter shall give possession of the Apartment to the Allottee/s **On or before 01/09/2028**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s 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/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 7.2 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..

10) **PROCEDURE FOR TAKING POSSESSION: -**

- (i) The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s of the entire Sale Consideration, interest, if any, Other Charges, taxes, maintenance, outgoings, etc., due and payable in terms of this Agreement, the Promoter shall call upon, in writing, to the Allottee/s to take possession of the said Apartment (“**Possession Letter**”) as per the agreement shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 (FIFTEEN) Days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or Society, as the case may be from the date of Obtaining occupancy certificate. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.
- (ii) The Allottee/s shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee/s intimating that the said Apartments are ready for use and occupancy. Even if the Allottee/s does/do not take possession of the apartment, still he/she/they shall become liable for the payment of maintenance charges as mentioned in clause 10(i), so also for all other taxes, levies, cess and charges as may be imposed or become payable in respect of the said apartment.

11) **FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF APARTMENT:**

11.1 Upon receiving a written intimation from the Promoter as per clause 10 (i), the Allottee/s 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 to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 10(i) such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

11.2 If within a period of 5 (five) years from the date of handing over the Apartment to the Allottee/s, the Allottee/s 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/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided

under the Act, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Apartment/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

11.3 The Allottee/s is/are aware that the Promoter is not in the business of or providing services proposed to be provided by the service Providers/Facility Management Company or through the Service Providers/ FMC. The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The parties here agree that the Promoter is not and shall not be responsible for or liable in connection with any defect or the performance/ non-performance or otherwise of these services provided by the respective Service Providers/FMC.

12) Upon taking possession of the said Apartment,

the Allottee/s may undertake fit out/renovation works of the said Apartment and for such purposes, the following terms will be applicable:

(a) the Allottee/s shall undertake fit out/renovation works of the said Apartment at his/her/their own costs, risks and expenses in accordance with the fit-out guidelines/manual as provided by the Promoter ("**Fit Out Guidelines**") (including all terms and conditions laid down by the concerned authorities while granting development approvals) and after obtaining written approval of the Promoter/competent authority (as the case maybe). For the purpose of NOC, the Allottee/s shall submit to the Promoter up to the handover of the New Buildings to the said Society and thereafter to the said Society, the complete plans/drawings with all specifications (certified by a certified structural engineer appointed by the Allottee/s) before starting fit-out/ renovation works.

(b) The Promoter shall be entitled though not obliged to inspect all fit-out works/renovation works carried out by the Allottee/s. In the event the Promoter finds that the nature of fit-out /renovation works being executed by the Allottee/s is harmful to the said Apartment or to the adjoining apartments / premises or to in the Real Estate Project or any part thereof and/or is not in accordance with the Fit Out Guidelines and/or is in breach of the terms and conditions of the development approvals/this Agreement, the Promoter can require the Allottee/s to stop such fit out/renovation works and the Allottee/s shall stop such fit out/renovation works at once, without raising any dispute and restore the said Apartment to its original condition at the Allottee/s costs and expenses.

(c) The Allottee/s shall on completion of the fit out/renovation works in the said Apartment, submit to the Promoter without delay, a completion letter stating therein that the fit out/renovation works in the said Apartment have been carried out in accordance with the plans/drawings submitted to the Promoter up to the handover of the New Buildings to the said Society and thereafter to the said Society (and approved) and the NOC as aforesaid.

(d) Neither the Allottee/s nor his/her/their architects / contractors / interior designers, while carrying out fit out / renovation works in the said Apartment, shall carry out any additions or alterations which may be detrimental or likely to cause damage or weakening of the said Apartment / exterior walls / adjoining apartments / premises / RCC structure / columns / beams / building / wing in

which the said Apartment is located. In particular, the RCC members/walls should not be punctured, altered, shifted, or damaged under any circumstances.

- (e) If any addition or alteration whatsoever is carried out without the prior written consent of the Promoter, the defect liability shall automatically become void. The word “defect” here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Apartment / the Real Estate Project by the Allottee/s or occupants thereof.
- (f) It is further agreed between the Parties that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to jointly appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure of the said Apartment / the building/wing in which the said Apartment is located and in the workmanship executed taking into consideration of the clauses of this Agreement;
- (g) it shall be the responsibility of the Allottee/s to maintain the said Apartment and the building/tower in which the said Apartment is located, in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Apartment are regularly filled with white cement/epoxy to prevent water seepage;
- (h) where the manufacturer’s warranty on any product/amenity provided in the said Apartment / the Real Estate Project and/or the said Car Parking Space/s ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment / the Real Estate Project, the Promoter shall not be liable for the defects therein. The Allottee/s or the said Society shall ensure that annual maintenance contracts are done/renewed from time to time;
- (i) the Real Estate Project as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the said Apartment / Real Estate Project wherever applicable. The Allottee/s shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Promoter;
- (j) The Allottee/s has/have been made aware and that the Allottee/s expressly agree/s that all the amenities and specifications (internal and external) in the Real Estate Project are not manufactured or produced by the Promoter and that the same are sourced from third party vendors/suppliers/manufactures and the Promoter shall not be liable and/or responsible in this regard and the Allottee/s shall have no recourse to the Promoters, in any nature whatsoever; and
- (k) the Allottee/s has/have been made aware that the Allottee/s expressly agree/s that the regular wear and tear of the said Apartment including minor cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defects.

13) **USER OF APARTMENT:** -

The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking 4 wheel motor vehicle.

14) It is expressly agreed between the Developer, Society and the Allottee/s, that the Developer/promoter shall be entitled to erect the board and signage by name "AAYUSH AURUM" and "AAYUSH GROUP" which shall be always deployed, backlit and maintained by the Society, its members and that the Allottee/s, Member/s and / or Society shall have no objection to the same in any manner whatsoever.

15) Within 07 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s of the said premises keep deposited with the Promoter the Application Fees, Share Money, Entrance Fees, Land Under Construction (LUC), Legal Charges, Gas Connection charges, Electricity charges, Water connection charges, Bird Proofing for the building, Common Borewell water filter, pest control charges for the building and any other charges as may be demanded by the promoter as per actuals on or before possession of their apartment.

16) 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 Plot, there will not be any question of Promoter complying with their obligation under RERA regarding formation of society as per section 11(e) and transfer of title as per Section 17 of RERA. The Allottee/s along with other Allottee/s(s) of Apartments in the building shall become the Member of the Society and for this purpose also from time to time sign and execute the application for the membership and the other papers and documents necessary for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Society to admit the Allottee/s as the Member of the 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. Any delays in signing and handing over of documents by the Allottee/s to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

17) **Inducting the Allottee/ss and other Allottee/ss of the premises in the Real Estate Project members of the said Society:**

- i) The Existing Members have comprised themselves into the said Society viz., Seena Nivas Co-operative Housing Society Limited constituted under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder.
- ii) The Allottee/s herein along with the other Allottee/s of premises/units in the Real Estate Project

shall be admitted as members of the said Society, and for the Allottee/s and other Allottee/s, the said Society shall be the society for the purposes of the provisions of the RERA and RERA Rules.

- (iii) The Allottee/s shall pay to the Promoter an amount of Rs. 100/- (Rupees One Hundred only) towards the admission fees and an amount of Rs. 250/- (Rupees Two Hundred and Fifty only) towards the share application money as and when demanded by the Promoter, and the Promoter shall hand over the same to the said Society. After payment of the aforesaid admission fees and share application money by the Allottee/s, the Allottee/s will be admitted as a member of the said Society and issue a share certificate in respect of the said Apartment in favour of the Allottee/s.
- (iv) The Allottee/s shall from time-to-time sign and execute the application for membership of new members and all other papers, forms, writings and documents necessary to admit new members to the said Society, including the bye-laws of the said Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the said Society, as may be required to update the records of the said Society.
- (v) The Allottee/s is hereby informed that the name of the said Society shall always remain Seena Niwas Co-operative Housing Society Limited and the Allottee/s hereby acknowledges the same and has no objection hereto.
- (vi) The Promoter shall be entitled, but not obliged to, join as a member of the said Society in respect of unsold Sale Premises, if any, in the Real Estate Project.
- (vii) Post handing over of the charge, the said Society shall be responsible for the operation and management and/or supervision of the Real Estate Project and/or the New Buildings, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (viii) The Promoter shall always and even after handing over of the charge continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the said Society for the sale/allotment or transfer of the unsold premises in the Real Estate Project.
- (ix) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the addition of members to the said Society, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Allottee/s and other Allottee/ss, and the Promoter shall not be liable toward the same.
- (x) The Allottee/s along with other Allottee/s(s) of Apartments in the building shall be enrolled as member/s of the Existing Society (including issuing of share certificate) within a period of 12 months from receipt of the Occupation Certificate, after making payment of entrance fees, and

share money, applicable membership fee as prescribed under the law.

18) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee/s 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 and has the requisite rights to carry out Redevelopment project upon the project land, as contemplated under the said Redevelopment Agreement entered between the Society, its Members and the Developer / Promoter;
- 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, if any;
- 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, if any;
- 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 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/s 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/s 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/s in the manner contemplated in this Agreement;
- ix. 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, as contemplated under the said Redevelopment Agreement entered between the Society, its Members and the Developer / Promoter;
- x. 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.

19) COVENANTS AND OBLIGATIONS OF THE ALLOTTEE/S:

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: -

- a. To maintain the Apartment at the Allottee/s's own cost in good and tenable 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.
- 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 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/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- 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 Promoter to the Allottee/s 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/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to 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 tenable 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, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society.
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated or any portion of the Real Estate Project or the common areas thereto and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same

- by the said Society. The wet garbage generated in the Real Estate Project and/or any part thereof shall be treated on the same plot by the residents / occupants / Allottee/ss of the Real Estate Project and the occupants / holders of the Existing Members' New Premises.
- g. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
 - h. To bear and pay in timely manner all amounts, dues, taxes, cess, levies and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration or part thereof, Other Charges, maintenance and outgoings, etc.
 - i. Not to change the user of the said Apartment without the prior written permission of the Promoter and the said Society and the concerned authority.
 - j. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment, or dispose of or alienate otherwise howsoever, the said Apartment and / or its rights, entitlements and obligations under this Agreement until the occupation certificate in respect of the said Apartment is obtained and all the dues, taxes, deposits, cess, Sale Consideration, Other Charges, maintenance and outgoings payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
 - k. The Allottee/s shall be admitted as a member of the said Society as aforesaid and shall observe and perform all the rules and regulations which the said Society has adopted at its inception / may adopt and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the New Buildings, including the Real Estate Project and/or any part thereof 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/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupancy and use of the said Apartment in the Real Estate Project and/or any part thereof forming part of the New Buildings and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
 - l. 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 Real Estate Project or any part thereof to view and examine the state and condition thereof.
 - m. The Allottee/s hereby agree/s that they have understood the layout of the Real Estate Project. The Allottee/s shall duly abide by the rules relating to the entry/exit points as shall be stipulated by the Promoter for the Allottee/ss of the Real Estate Project, the vehicular movement and the pedestrian movement of the Allottee/ss of the Real Estate Project and shall always abide by the rules and regulations laid down by the Promoter in this regard and modified from time to time.
 - n. The Allottee/s shall not be strictly allowed to place/stick/hang any kind of signage, hoarding, and all other forms of signage whatsoever outside the said Apartment (except their own name plate) or on the glass façade of the Real Estate Project/ said Apartment and/or any part thereof and / or within any portion of the said Land. This condition is binding on the Allottee/s to adhere to at all times and is a material condition to this Agreement and in the event the Allottee/s breaches the

same, subject to the other rights and remedies available to the Promoter under law, the Promoter shall be entitled to terminate this Agreement.

- o. The said Apartment shall be of R.C.C. structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agree/s that the Promoter may, if required due to any structural reasons convert any brick / block wall / dry wall in the said Apartment into a load bearing R.C.C. wall or vice versa. The Allottee/s, along with any and all purchasers of the Real Estate Project and/or any part thereof, are strictly prohibited to make any additions or alterations of any nature whatsoever including changes in walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure. The Promoter shall provide the amenities in the said Apartment as set out in **Fourth Schedule** hereunder written. The Promoter shall not be liable, required and / or obligated to provide any other specifications, fixtures, fittings and / or amenities in the said Apartment or in the Real Estate Project and/or any part thereof. Further, though the Promoter may have proposed to provide amenities and facilities as stated herein, the Promoter reserve the right to add, alter, amend, relocate, any or all of the proposed amenities by following due procedure of law comprised in the **Third Schedule** and the **Fourth Schedule** hereunder written.
- p. The Allottee/s agree/s and covenants that the Allottee/s shall not load in the said Apartment, either by way of fit-out or construction or in any other manner whatsoever, anything more than as may be specified by the Promoter from time to time. Prior to undertaking any interior or fit-out, the Allottee/s shall submit the drawings with the Promoter and shall disclose the nature of work to be carried out in the said Apartment and shall obtain specific written approvals of the Promoter to that effect. The Promoter shall have discretion to allow or reject any such request or part thereof. The Allottee/s shall incorporate any suggestions of the Promoter in the proposed fit out plan, if required. The Allottee/s shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out/ interior work at his/her/its/their costs and expenses. The Allottee/s confirm/s that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s at any time, whatsoever.
- q. Not to affix any fixtures or grills on the exterior of the Real Estate Project / the New Buildings and/or any part thereof for the purposes of drying clothes or for any other purpose and undertake/s not to have any laundry drying outside the said Apartment and the Allottee/s shall not decorate or alter the exterior of the said Apartment either by painting and/or otherwise. The Allottee/s shall fix the grills inside the windows only, which shall not protrude external wall of the Real Estate Project / the New Buildings and/or any part thereof. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake/s not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has affixed fixtures or grills on the exterior of his / her / their / its Apartment for drying clothes or for any other purpose or that the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his / her / their / its obligations as mentioned herein.
- r. The Allottee/s hereby confirm and declare that if the M.S./S.S. Grills and/or S.S./Glass Railings is to be provided will be only fixed by the developer as per his design and specification at the cost of Rs.

- 250/- (RUPEES TWO FIFTY ONLY) per square feet and Rs. 3000/- (RUPEES THREE THOUSAND ONLY) per Running Feet respectively to be paid by the purchaser/s plus GST as applicable. The purchaser shall not alter the M.S./S.S. Grills and/or S.S./Glass Railings and the Elevation of the building. The developer has the right to remove/demolish any such M.S./S.S. Grills and/or S.S./Glass Railings or alteration done without a written consent from the developer herein of.
- s. Not to install air conditioner/s at any place other than those earmarked for fixing the same so as not to affect the structure, façade and/or elevation of the Real Estate Project / the New Buildings and/or any part thereof in any manner whatsoever. The Allottee/s shall not install a window Air-conditioner within or outside the said Apartment. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which protrudes outside the said Apartment, the Allottee/s shall immediately rectify/dismantle the same forthwith so as to have uniformity in the façade or outer look of the said Apartment / the Real Estate Project / the New Buildings and/or any part thereof.
- t. To keep the sewers, drains and pipes in the said Apartment and appurtenance thereto in good tenable repairs and condition and in particular, support shelter and protect the other parts of the Real Estate Project and/or the New Buildings and/or any part thereof and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Partis or other structural members in the said Apartment without the prior written permission of the Promoter and concerned authorities.
- u. Not to do or permit any renovation / repair within the said Apartment without prior written permission of the Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said Apartment, without prior written permission and /or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Apartment or of any damage caused to the said Apartment or the Real Estate Project / the New Buildings and/or any part thereof on account of such renovation / repair.
- v. Not to enclose the passages, if any, forming part of the said Apartment without the previous written permission of the Promoter and concerned authorities.
- w. The Allottee/s further agree/s and confirm/s not to raise any objection whatsoever, if the Promoter restricts the Allottee/s for site visit/ inspection of their apartment, before obtaining the Occupation Certificate for the said Apartment.
- x. The Allottee/s hereby confirm and acknowledge that the Allottee/s shall install or place the Out Door UNIT (ODU) for the said Apartment in the space allocated by the Promoter, and the Allottee/s shall not shift/install/place the ODU in any other place whatsoever.
- y. The Allottee/s is aware that the main water/drainage pipes of the Sale Building/s may pass through certain areas within the said Premises. The Allottee/s agree/s that he/she/they shall not undertake any civil works/fit-out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes.
- z. Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said Apartment / the Real Estate Project / the New Buildings and/or any part thereof

in any manner whatsoever without prior written consent of the Promoter and without obtaining necessary approvals from the concerned authorities.

- aa. To abide, observe and perform all the rules and regulations formulated by the Promoter and the rules, regulations and bye-laws which the said Society has adopted at its inception / may adopt and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project / said Towers and/or any part thereof and the said Apartment therein. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said / the Promoter regarding the occupation and use of the said Apartment in the Real Estate Project / the New Buildings and/or any part thereof and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance and outgoings.
- bb. Not to violate and to abide by all rules and regulations framed by the Promoter and / or by the said Society (post handing over management of the Real Estate Project and/or any part thereof), for the purpose of maintenance, management and up-keep of the Real Estate Project / the New Buildings and/or any part thereof, the common areas and facilities, as the case may be, and in connection with any interior / civil works that the Allottee/s may carry out in the said Apartment.
- cc. The Allottee/s agree/s not to do, omit to do or cause to be done any act, deed, matter or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Real Estate Project / the New Buildings and/or any part thereof or the Promoter or its representatives. In the event the Allottee/s does or omits to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee/s.
- dd. The Allottee/s shall never in any manner enclose any ducts, planters, ledges, pocket terrace/s, deck areas, ornamental projects, balcony, utility, dry yards, service yards and any other areas in the Real Estate Project / the New Buildings and/or any part thereof. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Apartment or any part thereof and keep the same unenclosed at all times.
- ee. The Allottee/s shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Apartment, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project / the New Buildings and/or any part thereof or do any act to affect the FSI potential of the said Land.
- ff. The Promoter shall have the right to demolish any such addition or alteration or enclosing of the open areas carried by the Allottee/s without any approval concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Apartment to its original state.
- gg. The Allottee/s shall not do either by himself / herself / itself or any person claiming through the Allottee/s anything which may or is likely to endanger or damage the Real Estate Project / the New Buildings and/or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations to common areas and amenities and facilities in the Real Estate Project / the New

- Buildings and/or any part thereof. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Real Estate Project / the New Buildings and/or any part thereof.
- hh. The Allottee/s shall park his/her/their car in the said Car Parking Space/s allocated to the Allottee/s and shall not park his/her/their car at any other place.
- ii. To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Apartment on a daily basis.
- jj. The Allottee/s has been apprised of the terms and conditions of the deeds, documents, approvals, permissions, no objections, etc., referred to in this Agreement and the same shall be fully binding on the Allottee/s.
- kk. The Promoter shall have the exclusive right to control advertising and signage by name “**AAYUSH AURUM**”, and “**AAYUSH GROUP**”, hoarding, and all other forms of signage whatsoever within the said Land / the Real Estate Project / the New Buildings and/or any part thereof in perpetuity.
- ll. The Promoter shall be entitled to construct site offices/sales lounge in the said Land or any part thereof and shall have the right to access the same at any time without any restriction whatsoever until the entire development on the said Land is fully completed.
- mm. The Promoter shall have option to offer possession of the said Apartment even prior to completion of the said Amenities and/or the said Amenities and/or the common areas and facilities. The Allottee/s agree/s to take possession of the said Apartment in terms of Intimation of Possession. The Allottee/s hereby agree/s and covenants with the Promoter that he he/she/they/it shall not raise any objection, dispute, complaint or grievance of any nature whatsoever with respect to the carpet area of the said Apartment, post taking possession of the said Apartment from the Promoter in terms of this Agreement. The Allottee/s acknowledges that the said Amenities / the common areas and facilities shall be operational and would be handed over to the said Society only after completion of the New Buildings, including the Real Estate Project in full and receipt of occupation certificate in respect thereof. The Promoter reserves its right to add, alter, upgrade, modify, relocate, reduce or enhance the common amenities by following due procedure of law.
- nn. The Allottee/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fittings / fixtures or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification and/or services or cannot be construed as the same.
- oo. The Allottee/s hereby confirm/s and acknowledge/s that the nomenclatures / terminologies used in the marketing collaterals in respect of the amenities / facilities / features in the Real Estate Project and/or the said Apartment may differ from the nomenclatures / terminologies used for the same in the sanctioned plans and/or in this Agreement and the Allottee/s confirm/s not to raise any disputes in respect of the same.
- pp. Subject to the terms of this Agreement, the amenities mentioned in **Third Schedule** and **Fourth Schedule** are full and final and the Allottee/s hereby confirms/s and acknowledge/s the same and agrees not to raise any disputes in respect of the same.
- qq. Save and except the information / disclosure contained herein, the Allottee/s confirm/s and undertake/s not to make any claim against Promoter or seek cancellation of the Apartment or

refund of the monies paid by the Allottee/s by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.

rr. The Allottee/s agrees, understands and acknowledges that (a) the building/wing/tower under reference is deficient in open space and the Promoter / MCGM will not be held liable for the same in future; (b) the Allottee/s agrees that the Allottee/s shall take no objection for the neighborhood development with deficient open space in future; (c) there is inadequate aisle space for two way maneuvering of vehicles.

ss. Notwithstanding what is agreed herein and without prejudice to remedies stipulated herein, failure on the part of the Allottee/s in observing and performing any of the covenants set out under this Clause, shall amount material breach, entitling the Promoter to terminate this Agreement, at the sole discretion of the Promoter.

tt. The Allottee/s shall observe and perform all the rules and regulations which the Society 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/s shall also observe and perform all the stipulations and conditions laid down by the 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 out-goings in accordance with the terms of this Agreement.

uu. Till the structure of the building in which Apartment is situated is handed over/ transferred in favour of 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 there.

20) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

21) In case the transaction being executed by this agreement between the promoter and the Allottee/s 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/s/ both, as the case may be, in accordance with the agreed terms of payment.

22) 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 and Building or any part thereof. The Allottee/s 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 and recreation spaces, will remain the

property of the Society.

23) **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-**

After the Promoter executes this Agreement, it 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/s who has taken or agreed to take such Apartment.

24) **BINDING EFFECT:-**

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

25) **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.

26) **RIGHT TO AMEND:-**This Agreement may only be amended through written consent of the Parties.

27) **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/SS:-**

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

28) **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.

29) **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-**

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s(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.

30) **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.

31) **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/s. After the Agreement is duly executed by the Allottee/s 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 MUMBAI.

32) The Allottee/s and/or Promoter shall present this Agreement 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.

33) That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

The Allottee/s	The Promoters
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Name: Mr. _____ Address: _____ Email: _____	Name: Aayush Builders & Developers LLP. Address: Epicentre, 1102, 11 th Floor, W. T. Patil Marg, Chembur, Mumbai - 400071. Email : aayushdevelopers@yahoo.co.in
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It shall be the duty of the Allottee/s 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/s, as the case may be.

34) **JOINT ALLOTTEE/SS:-**

That in case there are Joint Allottee/ss all communications shall be sent by the Promoter to the Allottee/s 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 Allottee/ss.

35) **STAMP DUTY AND REGISTRATION:-**

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

36) **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 Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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 within limits of Greater Mumbai will have the jurisdiction with respect to all matters pertaining to this Agreement.

FIRST SCHEDULE

(THE SAID PLOT ABOVE REFERRED TO)

All that piece and parcel of land or CTS No -366/49, area admeasuring about 1688.6 Sq. Mtrs. lying, being and situated at 18.30 Mtr wide Existing Road of Village –Chembur west, Dist–Mumbai Suburban, along with Ground plus Four storeyed RCC building "Rameshwar A - B", consisting of total 40 (Forty) residential units having an aggregate built up area of approx. 1688.60 Sq. Mtrs. (One Thousand Six Hundred Eighty-Eight and point six zero Sq. Mtrs.) standing thereon, which is assessed by the Assessor & Collector of Municipal Rates and Taxes in M Ward, Account No. MW110943077000; and bounded as follows:

On or towards the East : by 18.30 meters wide Road.

On or towards the West : by Plot bearing CTS No. 366/48.

On or towards the South : by Plot bearing CTS No. 366/44 and 366/43.

On or towards the North : by 18.30 meters wide Road

SECOND SCHEDULE

(SAID APARTMENT ABOVE REFERRED TO)

Flat No. _____ admeasuring RERA Carpet Area _____Sq. Meters.

(_____) situated on the _____ residential floor along with _____

(_____) Mechanical/ Tower Car parking of the Said New Building "AAYUSH AURUM", situated on the

plot of land bearing Plot no. 8 & 9, CTS no. 366/49, Village Chembur, Taluka Kurla and Bombay Suburban

District within the registration Sub district of Bombay City and Mumbai suburban, as described on the first

Schedule herein.

THIRD SCHEDULE

Description of the common areas provided:

Sr No	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided

THE THIRD SCHEDULE ABOVE REFERRED TO

(Details of the said Amenities)

A.) Description of the common areas provided:

Sr. no.	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided (in Sq. Mts.)
i.	Entrance lobby	01/09/2028	01/09/2028	
ii.	Security cabin	01/09/2028	01/09/2028	
iii.	Meter Room	01/09/2028	01/09/2028	
iv.	Business Centre	01/09/2028	01/09/2028	
v.	Creche	01/09/2028	01/09/2028	
vi.	Indoor Game Zone	01/09/2028	01/09/2028	
vii.	Yoga/Zumba/Aerobics	01/09/2028	01/09/2028	
viii.	A.V. Room	01/09/2028	01/09/2028	
ix.	Guest Room	01/09/2028	01/09/2028	
x.	Multipurpose hall	01/09/2028	01/09/2028	
xi.	Private Dining	01/09/2028	01/09/2028	
xii.	Gymnasium	01/09/2028	01/09/2028	
xiii.	Spa	01/09/2028	01/09/2028	
xiv.	Jogging / Walking track	01/09/2028	01/09/2028	
xv.	Open Gymnasium	01/09/2028	01/09/2028	
xvi.	Multipurpose Court	01/09/2028	01/09/2028	
xvii.	Swimming pool	01/09/2028	01/09/2028	
xviii.	Kids Play Area	01/09/2028	01/09/2028	
xix.	Walking trail	01/09/2028	01/09/2028	
xx.	Sit out spaces	01/09/2028	01/09/2028	
xxi.	Party lawn	01/09/2028	01/09/2028	
xxii.	Yoga deck	01/09/2028	01/09/2028	

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

Sr. no	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i.	Entrance lobby		01/09/2028	01/09/2028		
ii.	Security cabin		01/09/2028	01/09/2028		
iii.	Meter Room		01/09/2028	01/09/2028		
iv.	Business Centre		01/09/2028	01/09/2028		
v.	Creche		01/09/2028	01/09/2028		
vi.	Indoor Game Zone		01/09/2028	01/09/2028		

vii.	Yoga/Zumba/Aerobics		01/09/2028	01/09/2028		
viii.	A.V. Room		01/09/2028	01/09/2028		
ix.	Guest Room		01/09/2028	01/09/2028		
x.	Multipurpose hall		01/09/2028	01/09/2028		
xi.	Private Dining		01/09/2028	01/09/2028		
xii.	Gymnasium		01/09/2028	01/09/2028		
xiii.	Spa		01/09/2028	01/09/2028		
xiv.	Jogging / Walking track		01/09/2028	01/09/2028		
xv.	Open Gymnasium		01/09/2028	01/09/2028		
xvi.	Multipurpose Court		01/09/2028	01/09/2028		
xvii.	Swimming pool		01/09/2028	01/09/2028		
xviii.	Kids Play Area		01/09/2028	01/09/2028		

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

Sr. no	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i.	NA					

D.) The size and the location of the facilities/ amenities in form of open spaces (RG/PG etc.) provided/ to be provided within the plot and/ or within the layout.

Sr. no	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.					

E.) Details and specifications of the lifts:

Sr. no.	Type Lift (passenger/ service /stretcher/goods/fire evacuation/ any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	Passenger Lift	1 Nos	4 to 5 Persons	0.5/ 1 Mtr/sec
ii	Fire Lift	1 Nos	10 to 12 Persons	1 to 1.5 Mtr/sec

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THE FOURTH SCHEDULE ABOVE REFERRED TO

LIST OF AMENITIES

APARTMENT FEATURES

- Planning Considering Natural lighting & Optimum cross ventilation
- Vitrified Tiled flooring in Entire Flat.
- Air Conditioner in Bedroom/s (01 Nos).
- Home Automation with voice enabled touch switches.
- Designer entrance door & internal doors with decorative hardware.
- Gypsum finished internal walls with Acrylic Emulsion paint for interior.
- Anodized Aluminum/UPVC windows.

- Concealed Electric Fittings in all rooms and concealed plumbing fittings in bathrooms and kitchen.
- Granite cladding for all the windows.

KITCHEN FEATURES

- Modular Kitchen with Granite platform and Chimney.
- Scratch resistant stainless-steel sink.
- Exhaust fan.
- Provision for washing machines.

BATHROOM FEATURES

- Designer wall cladding up to beam bottom level.
- Premium sanitary Ware & Tap fittings.
- Naturally ventilated bathrooms.
- Designer basins.
- Instant Water Heaters.
- Exhaust Fans.

SAFETY & SECURITY FEATURES

- Video Door Phone and Intercom.
- 24-hour surveillance by CCTV covering designated common areas including Stilt Areas.
- Advanced fire-fighting systems with automatic sprinkler systems.
- Biometric Main Door lock.

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

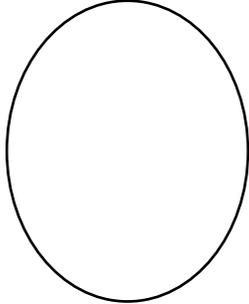
SIGNED, SEALED AND DELIVERED

BY THE WITHIN NAMED PROMOTER/S

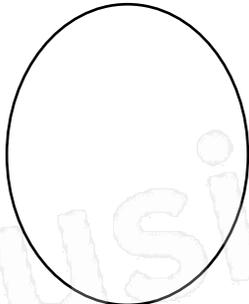
The Party of the ONE Part Aayush Builders & Developers LLP

through its Designated partner/s

1. MR. ARUN GOVIND JADHWANI



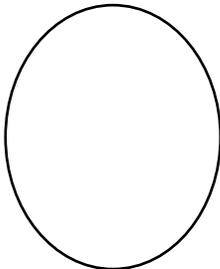
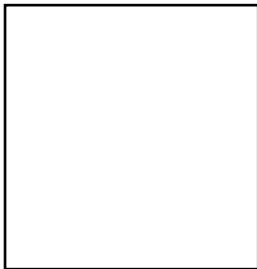
2. MR. SANTOSH HARENDER NIHALANI



SIGNED & DELIVERED BY THE Within named "ALLOTTEE/S"

The Party of The Other Part

1. MR. _____



In the presence of:

1) _____ 2) _____

RECEIPT

Received of and from the within named **ALLOTTEE/S MR.** _____ a total Sum of **Rs.** _____/- (Rupees _____ Only) towards part payment i.e. amount of non-refundable advance payment or application fee in respect of the said **Flat No.** _____, **on the** _____ **Floor in the building known as "AAYUSH AURUM".**

The details of payment received are as under: -

Sr. No.	Cheque / Demand Draft Date	Cheque / Demand Draft No.	Name of The Bank & Branch	Amount In Rs.
1.				
2.				

I/We say Received

M/s. Aayush Builders & Developers LLP

(Through its Partner/s)

LIST OF ANNEXURES

01.	Annexure - A	Copy of the Plan delineated by Red colour boundary Line of the land of the plot of the Society.
02.	Annexure – B	Copy of the Registration Certificate of the Society.
03.	Annexure – C	Copy of Property Card of the Plot of the Land of the Society.
04.	Annexure - D	Copy of the Index II of the Redevelopment Agreement of the Society.
05.	Annexure – E	Copy of the receipt of registered Power of Attorney.
06.	Annexure – F	Copy of the MahaRERA Registration Certificate.
07.	Annexure – G	Copy of the Title Report.
08.	Annexure - H	Copy of Intimation of Disapproval (IOD).
09.	Annexure – I	Copy of Commencement Certificate.
10.	Annexure - J	Copy of Floor Plan of the Apartment.

MUMBAI DATED THIS _____ DAY OF _____ 2025

BETWEEN

AAYUSH BUILDERS AND DEVELOPERS LLP.

AND

MR. _____

SCHEDULE OF PROPERTY

Flat No. _____, on the _____ Floor
of the building known as "AAYUSH AURUM"
Situated at C.T.S. No. 366/49, Rameshwar A-B,
Plot No. 8 & 9, Swastik Park,
Chembur, Mumbai - 400071.

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