

AGREEMENT TO SALE

THIS AGREEMENT is made and entered into at Mumbai on this _____
day of _____, 202_____

BETWEEN

M/s. Sai Sharan Hotels, a partnership firm, through its Authorised Partner Mr. Suresh Wadhwa, having its registered office at 429, Arenja Corner, Sector 17, Vashi, Navi Mumbai and hereinafter called as "the Promoters/ Developers" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, assigns and nominees) of the ONE PART.

AND

Mr./Mrs./Ms./M/s. _____ (PAN: _____)
Indian Inhabitant, Residing at _____
hereinafter referred to as
"THE ALLOTTE(S)" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include in case of [1] individual his / her / their respective heirs, executors, administrators, [2] in case of the partnership firm; the partners or partner constituting the said firm for the time being, the survivor or survivors of them, the heirs executors and administrators of the last surviving partner, its / his / her / their assigns, [3] in case of a Trust; the Trustees or Trustee constituting the said Trust for the time being, the survivors or survivor of them and the heirs, executors and administrators of the last surviving Trustee and [4] in case of the limited company its successors and permitted assigns) of the OTHER PART;

WHEREAS:-

- a. One Shaikh Amir Shaikh Abdulla, since deceased, during his lifetime was seized and possessed and otherwise well and sufficiently entitled to various immovable properties including an immovable property being ALL THAT pieces and parcels of freehold land admeasuring 2214.40 square meters and originally bearing Plot No. 613 of Suburban Scheme No. III, Village Chembur, District Mumbai Suburban District and now bearing City Survey No. 323, 323/1 to 10, 324, 324/ 1 to 26, 324/28, 324/29, 324/47 and 324/48 and 325 of Village Chembur, Taluka Kurla, District Mumbai Suburban District and lying being and situated at Hemu Kalani Marg, Chembur, Mumbai – 400 071.
- b. By a Deed of Gift dated 7th June, 1961 and duly registered in the office of the Sub-Registrar of Assurances, Kurla under Serial No. BND-1242-1961, the said original owner Shaikh Amir Shaikh Abdulla gifted unto one Mr. Sayed Abdulla Aziz Mahomadali a portion of the said land admeasuring 625 sq. ft. for the purposes of construction of a mosque to be managed by Trustees/ Mutawwalis of Anjuman Ittefaqul Muslamin. The said donee constructed a mosque on the said portion of the said larger land. In the subsequent years, the area occupied by the said mosque was enlarged with the consent of the said original owner and at present the area in the possession of the said mosque is 97.50 square meters. Out of the said area of 97.50 square meters, a portion admeasuring 25.40 square meters is comprised in the whole of CTS No. 325 for which a separate property register card exists and the remaining portion admeasuring 72.10 square meters is situated as a part of the land bearing CTS No. 324. Though the said original owner was shown as the owner of the said whole land admeasuring 2214.40 square meters, the title of the said 97.50 square meters became to be held by the Trustees/ Mutawwalis of the said mosque & the holding of the said original owner remained as admeasuring 2116.90 square meters.
- c. The said original owner Shaikh Amir Shaikh Abdulla thereafter by and under a Mortgage Deed dated 29th August 1962, mortgaged the aforesaid entire land unto the mortgagees Nitisen M. Ganjawalla and Dilip Nitisen Ganjawalla as security for the repayment of loan advanced by the said lender. The said mortgage was thereafter duly redeemed upon the said mortgagee Mr. Nitisen M. Ganjawalla having

received the repayment of the entire Mortgage Debt prior to 1968 and by an indenture of Re-Conveyance dated 17th July 1992 duly registered on 6th March 1993 with the Sub-registrar of Assurances at Mumbai at Serial No. PBBJ/3358/1992 of 1992 Volume No. 199 Page 1530, the said mortgagee has confirmed the said repayment and in consideration thereof re-conveyed/released the said property.

- d. The said Shaikh Amir Shaikh Abdulla died intestate at Mumbai in the year 1963 leaving behind him as his only legal heirs his widow namely Smt. Latifbai Shaikh Amir Shaikh Abdulla and their only daughter Smt. Asiya Khatoon Abdulla Aziz, and in accordance with the laws of succession applicable to Sunni Muslims of Hanafi Sect, the said land/property devolved upon the said two heirs subject to the aforesaid mortgage claim of the said mortgagees.
- e. The said Smt. Latifbai Shaikh Amir Shaikh Abdulla wd/o Shri Shaikh Amir Shaikh Abdulla died intestate at Mumbai in the year 1986 leaving behind as her only legal heir her said daughter namely Smt. Asiya Khatoon Abdulla Aziz, (hereinafter called and referred to as 'the erstwhile Landowner), and in accordance with the laws of succession applicable to Sunni Muslims of Hanafi Sect the said land/property wholly devolved upon her who became the absolute owner of the said land/property admeasuring 2116.90 square meters, which is fully and more particularly described in the Schedule hereunder and hereinafter called and referred to as 'the said land' or 'the said project land'.
- f. The said land was occupied by various slum structures and owing to the squalid conditions of the said structures; part of the said land came to be declared as 'slum' vide Notification No. SRA/ CEO/ Amirbaugh/ Pari -2/ Kavi – 2680/ 2005/ 795 dated 7th December, 2005 as corrected by another notification dated 10th October 2006 under the provisions of Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act 1971.
- g. Subsequent to the said notification, and for bringing about the redevelopment of the said slum under DCR 33(10), the slum dwellers formed themselves into a co-operative housing society (proposed) being the 'Amir Baug SRA CHS Ltd.' (hereinafter referred to as "the said society") under the provisions of the Maharashtra Co-operative Societies Act, 1960.

- h. By and under a Development Agreement dated 26th May 2005, the said society appointed M/s. Utsav Developers, a partnership firm consisting of Shri Santosh D. Mithbhavkar & Shri Nitin K. Gandhi as its partner's, (hereinafter referred to as "Utsav") as the developers of the said project of Slum Rehabilitation as per the norms established by Slum Rehabilitation Authority under amended DCR 33(10) of The Development Control Regulations of MCGM, 1991. The said Society also granted to "Utsav" a Power of Attorney dated 26th May 2005 to act in furtherance of the said Development Agreement. In due course, out of 45 slum dwellers occupying the said land, 36 slum dwellers issued their individual consents for redevelopment of the said land through "Utsav".
- i. By an Agreement for Sale dated 6th May, 2005 the said Smt. Asiya Khatoon Abdulla Aziz agreed to sell the said land/property to the partners of "Utsav" for such consideration as mentioned therein. To the said agreement, her husband Shri Abdul Aziz Mohammed was also joined as a party as and by way of abundant precaution. Even, the Power of Attorney was executed on 02.06.2005 and duly registered with the office of the Registrar of Assurances under Serial No. BDR3-03968-2005 and in continuation with the said Agreement for sale dated 06.05.2005 the Original Owners of the said land also executed registered Conveyance Deed in favour of "Utsav" on 03.09.2016 which is duly registered with the office of the Registrar of Assurances under Serial No. KRL-1-9400-2016. The property cards in respect of the said lands now stand in the name of "Utsav Developers" through its partners Shri Santosh D. Mithbhavkar & Shri Nitin K. Gandhi. The copies of latest property cards in respect of the said property are annexed herewith and marked as **Annexure A (Colly).**
- j. Thereafter the Slum Rehabilitation Authority has granted unto Utsav a Letter of Intent (LOI), LOI dated 13th December 2006 bearing No. SRA/ENG/1171/MW/PL/LOI and revised LOI dated 10th July 2009, 08th February 2016 and 13th October, 2021. The Slum Rehabilitation Authority has sanctioned the building plans (IOA) submitted by "Utsav" vide IOA No. SRA/ENG/1848/MW/PL/AP dated 23.05.2007 amended on 06th October 2009, 09th February, 2016 & also approved the amended plans vide IOA dated 21st October, 2021 and thereupon also issued a Commencement certificate (CC) dated 16th November 2007 to "Utsav". The said Commencement Certificate has

been duly re-endorsed on 17.03.2016, 22.09.2016 and 22.10.2021. Copies of the latest LOI, IOA and CC are annexed hereto and marked as **Annexure B, Annexure C & Annexure D** respectively.

- k. By a Memorandum of Understanding (MOU) dated 08.09.2011 M/s. Utsav Developers decided to develop the said land jointly with Mr. Suresh G. Wadhwa on such terms and conditions as contained therein. Even thereafter the parties hereto mutually agreed that Mr. Suresh G. Wadhwa will jointly develop the subject property with "Utsav" through his partnership firm "Sai Sharan Hotels". By a Development Agreement dated 15th July, 2021 executed between M/s. Utsav Developers & M/s. Sai Sharan Hotels, M/s. Utsav Developers have granted unto M/s. Sai Sharan Hotels the Development rights in respect of the subject property and subject Slum Rehabilitation Scheme on such terms and conditions and for such consideration as contained in the said Development Agreement. The said Development Agreement is registered with Sub Registrar of Assurance at Kurla on 16th July, 2021 under serial number KRL-1-10882 of 2021.
- l. The said M/s. Utsav Developers have also executed a Irrevocable Power of Attorney in favour of Mr. Suresh G. Wadhwa & Mrs. Poonam S. Wadhwa (the partners of M/s. Sai Sharan Hotels), to do such acts, deeds, matters and things as contained in the said Irrevocable Power of Attorney. The said Power of Attorney is registered with Sub Registrar of Assurance at Kurla on 16th July, 2021 under serial number KRL-1-10885 of 2021.
- m. In the above circumstances the Promoter/Developers M/s. Sai Sharan Hotels have lawfully acquired the development rights in respect of the said property from its owners and the Promoter/Developers M/s. Sai Sharan Hotels is entitled to develop the said property by constructing a building/s as per the building plans duly sanctioned by the concerned authority and sell the premises of the free sale component which will be generated in the said S.R. Scheme in terms of the aforementioned documents.
- n. In the above circumstances, the Promoter/ Developers herein are entitled to develop the said property by constructing a Building/s or composite Buildings as per the building plans sanctioned by the concerned authority. The said property partly has a reservation for R.R.2.1 and accordingly the Promoter/ Developers will be constructing

and handing over the required number of R.R.2.1 tenements to the concerned authorities.

- o. The Promoter/Developers have completed the construction of building Wing "A" consisting Stilt + 15 upper floors on the said property as per the aforementioned plans, designs, specifications approved by the competent authorities. The EE-III/SRA has issued the occupation certificate for the said building Wing "A" vide no. SRA/ENG/1848/MW/PL/AP dated 02.11.2021 further updated on 14.03.2023.
- p. The Promoters/Developers have proposed to construct composite Buildings Wing "B" consisting of Ground + 18 upper floors, Wing "C" consisting of Ground + 18 upper floors & Wing "D" consisting of Ground + 19 upper floors out of the Free Sale Component as may be permissible by the concerned authorities for Residential/Commercial use along with mechanical car parkings on the Property as per the plans, designs, specifications approved by the competent authorities and as would be approved by competent authorities from time to time so as to enable the Promoter/Developers to consume and utilise the full building potential of the Property and for which the approved plans and the proposed plans have been seen and accepted by the Purchaser, with such variations and modifications as the Promoter may consider necessary and as provided in this Agreement or as may be required by the concerned local authority/ the Government to be made in them or any of them. The Developer/Promoter has named the project being constructed on the subject Property collectively as "**SAI-SWAROOP**".
- q. For the purposes of provisions of the Real Estate (Regulation and Development) Act, 2016 "Act" and the rules ("Rules") made thereunder with the Real Estate Regulatory Authority ("RERA Authority") the construction of the Wing "B", Wing "C" & Wing "D" shall be deemed as a single phase and registered as a "Project" under the provisions of the Act.
- r. The PROMOTER/ DEVELOPERS have informed the Allottee(s) and the Allottee(s) is/are aware that the PROMOTER/ DEVELOPERS will develop the said property by constructing Building/s or composite buildings to be used for Residential & Commercial purpose and as per the sanctioned plans, with such modifications thereto as the PROMOTER/ DEVELOPERS may from time to time determine and as

are and/or may be hereafter approved by the concerned local bodies and/or authorities. The Schedule of the said development will also be determined by the PROMOTER/ DEVELOPERS.

- s. The PROMOTER/ DEVELOPERS have complied with the terms and conditions of the LOI and have completed the construction of the Wing "A" and the PROMOTER/ DEVELOPERS have obtained approval for Amended Plans from the Slum Rehabilitation Authority on 14.03.2023 and also obtained Commencement Certificate for Wing "B", Wing "C" & Wing "D" on 28.03.2023 and have commenced the construction of Wing "B", Wing "C" & Wing "D" on the said property in accordance with the sanctioned plans and /or in accordance with the revised sanctioned plans or such further revised plans if any that may be applied and sanctioned by the concern authority by permitting construction on the said property and the PROMOTER/ DEVELOPERS are desirous of selling premises out of Free Sale Component in the said proposed Buildings/Project which is intended to be named as "**SAI-SWAROOP**". A Layout Plan of the said property is annexed hereto and marked as **Annexure "E"**.
- t. The Architects for the above Project shall be **M/s. Aspire Architect & Consultants**, having their office at B/1003, Sant Tukaram CHS, Opp. W. E. Highway, Near Teachers Colony, Bandra (E), Mumbai 400 050.
- u. The Promoter/ Developers have appointed a contractor **M/s. Consipel Construction Private Ltd.**, having its office at D-203, 2nd Floor, Neelkanth Business Park, Vidyavihar West, Mumbai 400077.
- v. The Promoter/ Developers have appointed a Structural Engineer **"Associated Consultants"** having address A-801, Sai Tirth, Siddarth Nagar, Kopri, Thane (E). for the preparation of the structural design and drawings of the building.
- w. In the above circumstances, the Promoter/ Developers herein are entitled to develop the said property by constructing Building/s as per the building plans sanctioned by the concerned authority
- x. The Title Certificate issued by **Advocate Milind Balkrishna Nar** Advocate High Court has been seen and inspected by the Allottee(s) and a copy of Title Certificate has been annexed hereto and marked as **Annexure "F"**.

y. The Allottee(s) demanded from the PROMOTER/ DEVELOPERS and the PROMOTER/ DEVELOPERS have given inspection of the authenticated documents mentioned below to the Allottee(s).

- (1) Property Cards standing in the name of M/s Utsav Developers through its partners Santosh D. Gandhi & Nitin K. Gandhi.
- (2) Development Agreement & Power of Attorney dated 26th May 2005 executed by Amir Baug SRA CHS Ltd. in favour of M/s. Utsav Developers.
- (3) Power of Attorney dated 02.06.2005 duly registered with the office of the Registrar of Assurances under Serial No. BDR3-03968-2005 executed by Smt. Asiya Khatoon Abdulla Aziz in favour of partners of M/s.Utsav Developers.
- (4) Agreement for Sale dated 6th May, 2005 executed between Smt. Asiya Khatoon Abdulla Aziz and Utsav Developers.
- (5) Conveyance Deed dated 03.09.2016 duly registered with the office of the Registrar of Assurances under Serial No. KRL-1-9400-2016 executed by Smt. Asiya Khatoon Abdulla Aziz in favour of M/s. Utsav Developers.
- (6) Letter of Intent dated 13th December 2006 bearing No. SRA/ ENG/ 1171/ MW/ PL/ LOI and revised LOI dated 10th July 2009, 08th February 2016 & 13th October 2021 in the name of M/s. Utsav Developers.
- (7) Intimation of Approvals on dated 9th June, 2017 vide No. SRA/ ENG/ 1848/ MW/ PL/ AP dated 23.05.2007 06th October 2009, 09th February, 2016, 21st October 2021 & 14th March 2023 in the name of M/s. Utsav Developers.
- (8) Commencement Certificate bearing ref no SRA/ ENG/ 1848/ MW/PL/AP dated 16.11.2007 issued by Slum Rehabilitation Authority endorsed from time to time.

- (9) Development Agreement & Irrevocable Power of Attorney dated 15th July, 2021 executed between M/s. Utsav Developers & M/s. Sai Sharan Hotels.
- (10) Title Certificate of Advocate Milind Balkrishna Nar Advocate High Court dated 28th October, 2021.
- (11) Floor Plan depicting the Flat/premises agreed to be purchased by the Allottee(s).
- (12) Block Plan / layout plan depicting the location of the said Property.
- (13) Certificate of registration of Amir Baug SRA CHS under MCS Act dated 26.02.2007.

The sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the project site and have also been uploaded on MahaRERA website. The website address of MahaRERA is - <https://maharera.mahaonline.gov.in>

- w. The Allottee(s) has/ have, before the execution hereof, caused to be independently conducted due diligence and verified the Title Report in respect of the title of the PROMOTER/ DEVELOPERS to the said Property. The Allottee(s) hereby accept title of the PROMOTER/ DEVELOPERS to the said Property as clear and marketable;
- x. The Allottee(s) is/are also aware of the fact that the PROMOTER/ DEVELOPERS are selling to the various other prospective buyers the Residential/Commercial premises comprised in the said building Wing “____” & other wings of the project and the premises agreed to be acquired herein by the Allottee(s) is hereinafter referred to as “**the said unit**”).
- y. Based on the plans and supporting documents and on satisfying himself / herself / themselves about the plans and other terms and conditions including the Title and what is provided herein, the Allottee(s) has evinced interest in acquiring the allotment for **Flat bearing No. _____ on _____**
Floor admeasuring about _____ Square meters of carpet area in the building Wing ‘____’ of Project known as “**SAI SWAROOP**” constructed on the said property at No. 323,

323/1 to 10, 324, 324/ 1 to 26, 324/28, 324/29, 324/47 and 324/48, Hemukalani Marg, Chembur, Mumbai – 400 071 [identified by Red colour boundary lines on the floor plan hereto annexed and marked as **Annexure “G”** and more particularly described in the **Second Schedule** hereunder written and hereinafter referred to as ‘**the said Unit**’] for a total lumpsum consideration of **Rs. _____/-** (Rupees _____ Only). The Carpet Area is calculated as per the provisions of Real Estate Regulation Act 2017. The said consideration does not include the taxes, and other statutory payments which are agreed to be paid separately by Allottee (s). The Allottee(s) is/are aware and accepts that the consideration between the parties as above is determined after passing on the benefit of credit of GST on the input cost to the Allottee (s) and the present and estimated future reduction in construction material costs.

- z. The Promoter/ Developers have represented to the Allottee(s) as under:
 - a. The Promoters/Developers may avail any project loan facility/construction loan facility for completion of future development of the project by mortgaging the land and unsold inventory in the project and the Promoters/Developers shall be solely responsible for repayment of such loan facility.
 - b. The Common amenities as specified in **Third Schedule** attached herewith are to be shared among all the Allottee(s) of the building in the said entire project.
 - c. The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the project land (excluding rehabilitation component) for Free Sale Component is 8092.77 square meters and Promoter has planned to utilize Floor Space Index of 8092.69 square meters by availing of balance FSI/ TDR or Fungible 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 8092.69 square meters (excluding rehabilitation component) as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said unit based on the proposed construction and sale of units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

- aa. The Promoter/ Developers have registered the said project "**Sai-Swaroop**" consisting of Residential & Commercial Buildings under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority under Registration No _____. A copy of the certificate of registration is appended hereto as '**Annexure "H"**'.
- ab. The allottee(s) is/are aware that the marketing collaterals provided by the Promoters/ Developers to the allottee in respect of the project contained material/ pictorial depictions in the nature of artist's impressions and the same would differ on actual basis. The Allottee has also taken physical inspection of the Project & the Flat/Unit agreed to be purchased by him/her and in view thereof the Allottee undertakes not to raise any objection with respect to any difference in the project from such marketing collaterals.
- ac. The Allottee(s) has offered to pay to the Promoter/ Developers a sum of Rs. _____/- for the transfer of said unit in the name of Allottee(s) which the Promoter/ Developers have accepted upon such terms and conditions as contained in this agreement. The Allottee(s) has/have paid a sum of Rs _____/- (Rupees _____ only) as an earnest money or deposit on execution of these presents (the payment and receipt whereof the Promoter/ Developers do hereby admit and acknowledge and from the same and every part thereof acquit, release and discharge the Allottee(s) forever). The Allottee(s) has negotiated with the Promoter/ Developers the

consideration herein above by offering to pay to the Promoter/ Developers the balance consideration in the manner as mentioned in **Annexure "I"** attached herewith, which has been accepted by the Promoter/ Developer.

ad. Under the foregoing circumstances, the parties hereto have executed these presents.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PROJECT:

- 1.1 The Promoter/ Developers shall under normal conditions develop the said project in accordance with the plans, designs, specifications finally approved by the competent authority with only such variations as may be required to utilize the total FSI and as approved by the competent authority or the Government.
- 1.2 If required, the Promoter/ Developers shall carry out minor modifications as may be deemed fit. In all other cases the Promoter/ Developers shall seek prior consent of the Allottee(s), if such addition / alteration is adversely affecting the unit allotted to the Allottee(s).
- 1.3 The Promoter/ Developer as on the date of this agreement have constructed the building Wing "A" on the said property consisting Ground + 15 Upper Floors as shown in the approved OC plans. The said building Wing "A" is constructed in accordance with the Layout Plans, Building Plans and designs approved by the concerned local authority and sanctioned by the Slum Rehabilitation Authority.
- 1.4 The Promoter/ Developer shall construct the following composite buildings:
 - i) Wing "B" & Wing "C" consisting of Ground + 18 Upper Floors
 - ii) Wing "D" consisting of Ground + 19 Upper Floors
 as shown in the approved plans (hereinafter referred to as the **Wing 'B', Wing 'C' & and Wing 'D' respectively**) collectively to be known as "Sai-Swaroop". The habitable floors from **1st floor to 18 floor in the Building Wing 'B' & Wing 'C'** shall consist of

residential flat and amenities, the building **Wing 'D'** shall consist of Showroom/Office/Commercial space on Ground, First & Second Floor and the remaining Upper Floors shall consist of residential tenements and amenities. The Promoter/ Developer shall provide **42 Mechanical** Parking Spaces in the said phase of the project.

The said Buildings **Wing 'B'**, **Wing 'C'** & **and Wing 'D'** will be constructed in accordance with the Layout Plans, Building Plans and designs as approved by the concerned local authority and sanctioned by the **Slum Rehabilitation Authority** with only such modifications as approved by the **Slum Rehabilitation Authority** from time to time.

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

2. DESCRIPTION OF UNIT:

- 2.1 The Allottee(s) hereby agrees to purchase from Promoter/ Developer and Promoter/ Developer hereby agree to sell to Allottee(s) 'Flat No. _____ on _____ floor in building **Wing** _____ admeasuring about _____ sq.mtrs of carpet area (the "said unit"). A copy of Floor Plan is appended as "**Annexure "G"**" and the said unit is marked in red colour in the floor plan.
- 2.2 The fixtures, fittings and amenities provided by Promoter/ Developer in the said unit are those that are set out in "**Fourth Schedule**". The Promoter/ Developer shall not be obliged to accept or accede to any request from Allottee(s) for making any changes in the amenities to be provided by Promoter/ Developer.

3. CONSIDERATION:

- 3.1 It is mutually agreed by and between the parties that consideration for sale of said unit shall be Rs. _____/- (Rupees _____ only) (**the "said consideration"**). The said consideration does not include the taxes, and other statutory payments which are to be paid separately by Allottee(s). The Allottee(s) is/are aware and accepts that the consideration between the parties as above is determined after passing on the benefit of credit of GST on the input cost to the

Allottee(s) and the present and estimated future reduction in construction material costs.

- 3.2 The Allottee(s) has negotiated the consideration herein above by offering to pay to the Promoter/ Developer consideration in the manner as set out in **Annexure "I"** attached herewith, which has been accepted by the Promoter/ Developer:
- 3.3 Allottee(s) hereby agrees to pay the escalation on said consideration on following grounds:
 - i. Any increase on account of development charges payable to the competent authority
 - ii. Any other increase in charges which may be levied or imposed by the competent authority from time to time.
 - iii. Additional cost/charges imposed by the competent authorities.
 - iv. The Promoter/ Developer may charge the Allottee(s) separately for any upgradation/ changes specifically requested by the Allottee(s) in fittings, fixtures and specifications and any other facility.
 - v. Additional taxes levied by the Government.

4. ADDITIONAL CHARGES:

- 4.1 The Allottee(s) shall on or before delivery of possession of the said unit, pay to the Promoter/ Developer further total amount of Rs. _____ on account of Legal and Documentation services charges, expenses towards water, electric and other utility and services connection charges.

5. MODE OF PAYMENT

- 5.1 All payment shall be made by Allottee(s) by drawing cheque/ DD in the name of "**SAI SHARAN HOTELS A/c SAI SWAROOP A/c No _____**" in **Cosmos Bank**, Vashi branch payable at **Navi Mumbai** or such other account as Promoter/ Developer may intimate subsequently to the Allottee(s). Allottee(s) shall separately pay other statutory dues which may be levied from time to time.
- 5.2 Allottee(s) shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter/ Developer within seven (07) days of such deduction is

made. Provided that the receipt for the payment made shall be issued by Promoter/ Developer only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter/ Developer or in the account as Promoter/ Developer subsequently intimated to the Allottee(s) and the TDS certificate is received by Promoter/ Developer from Allottee(s).

- 5.3 The Allottee(s) has made a payment of Rs._____/- (Rupees in words only) towards booking of the said unit which has been adjusted against the consideration as mentioned hereinabove. In addition the Allottee(s) has further paid Rs._____ (Rupees in words only) upon execution of this Agreement.
- 5.4 Allottee(s) shall also pay GST as per prevalent rates and rules and regulations through separate cheque drawn in the name of “_____”.
- 5.5 The Aloottee(s) hereby further undertake, agree and declare to pay any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levied, local body tax (LBT), GST or any other direct or indirect tax by whatsoever nature name called or any other charges or duty etc levied by state and or central Government and/or any concern local authority and or any other competent authority (levied prospectively or retrospectively together with interest and/or penalty levied thereupon as and when demanded by the Promoters/ Developers.

6. PAYMENT OF STATUTORY DUTY AND TAXES:

- 6.1 In addition to the consideration of said unit as above, the Allottee(s) shall pay to Promoter/ Developers any statutory taxes (as made applicable from time to time) like GST, Electricity Deposit, water connection charges, Stamp Duty, Registration Charges and all other out of pocket expenses towards the Registration of the Agreement or any other charges, levy, tax, if any, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee(s) at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter, then the Allottee(s) shall make over such payment to Promoter/ Developers within Ten (10) days of notice of demand from Promoter/ Developers.

6.2 The Promoter/ Developers will not be liable to refund any amount paid by the Allottee(s) towards TDS, LBT, GST, Stamp Duty, Registration Charges and all other out of pocket expenses towards the Registration of the Agreement and/ or any other tax, interest, penalty, compensation, damages, costs or otherwise levied by the State and/or Central Government and/or Corporation and/or concern local authority and/or any other competent authority on the total consideration and/or other amount specified herein. The said amounts shall be accepted by the Allottee(s) in full satisfaction of all his/ her/ their/ its claim(s) under this Agreement and/or to the flat/commercial premises.

6.3 Further, the Allottee(s) shall take immediate steps to get this Agreement registered under the Registration Act, 1908 by making payment of stamp duty, legal charges and registration charges. The Promoter/ Developers undertake to make themselves available through authorized representative for purpose of registration at fifteen (15) working days notice from Allottee(s). The Promoter/ Developers shall not be liable under any law for any delay, laches and / or negligence shown by the Allottee(s) in presenting this agreement for registration before the competent authority. The Allottee(s) indemnifies the Promoter/ Developers against any claim, action, judgment, cost, expenses and penalties that may arise on Promoter/ Developers due to inaction or non compliance of obligation under this Agreement or under any other law.

6.4 The Allottee(s) indemnify and keep indemnified the Promoter/ Developers against any payment to be made to the concerned department on account of GST or any other tax whether in present or in future.

7 NOTICE OF DEMAND

7.1 Upon the installment of consideration and other charges becoming due, Promoter/ Developers shall issue a notice of demand giving at least fifteen (15) working days time from date of notice to Allottee(s) for making the payment. The said notice of demand shall be accompanied by certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.

7.2 Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post/ Courier/ e-mail at the address mentioned in notice clause of this agreement and such

dispatch shall be treated as sufficient compliance from Promoter/ Developers. Thereafter Allottee(s) shall be barred from claiming non receipt of the notice of demand.

7.3 Timely payment of all the above installments/amount on their respective due dates and any other sum payable under this agreement by the Allottee(s) is the essence of this contract/Agreement. Constructive and physical possession of the said unit shall be handed over to Allottee(s) by Promoter/ Developers only upon receipt of all payments mentioned in this agreement.

8. DEFAULT BY ALLOTTEE(S):

8.1 Following shall be deemed to be a default on the part of Allottee(s):

- Default in making timely payment of sums due as mentioned in this agreement.
- Creating nuisance on the site resulting in danger/damage to the said project, said land, threat to life.
- Delay in accepting the possession of the unit within a period of 15 days of intimation to take possession by Promoter/ Developers.
- Refusing/ delay in taking membership of said society.
- Breach of any terms and conditions of this agreement.
- Breach of any law or provisions thereto.
- Obtain forceful occupancy/ possession of said unit before the developers handing over possession of the Flat.

8.2 The Allottee(s) shall not be in default if he corrects/ remedies such breach within fifteen (15) days of notice from the Promoter/ Developers to the Allottee(s) as per clause 9.2.

9. TERMINATION OF AGREEMENT:

9.1 On the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) to the Promoter/ Developers under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee(s) agrees to pay to the Promoter/ Developers interest at the rates of SBI highest MCLR + 2% on all the amounts which become due and payable by the Allottee(s) to the Promoter/ Developers under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter/ Developers till date of actual realization of payment.

However such entitlement of interest shall not be deemed to be a waiver of Promoter/ Developers right to terminate this agreement as per the provisions of this agreement.

9.2 Without prejudice to the right of the Promoter/ Developers to charge interest in terms of sub clause 9.1 above, on the Allottee(s) committing default as per clause 8.1 above and on the Allottee(s) committing continuous three defaults even after notice of termination, the Promoter/ Developers shall at its own discretion, may terminate this Agreement.

Provided that, Promoter/ Developers shall give another notice of fifteen (15) days in writing to the Allottee(s), by registered post AD/speed post/courier/e-mail at the address provided by the Allottee(s) of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee(s) fails to rectify the breach or breaches mentioned by the Promoter/ Developers within the period of notice then at the end of such notice period, Promoter/ Developers may terminate this agreement unilaterally.

9.3 Upon termination of this agreement as aforesaid, the Promoter/ Developers shall refund to the Allottee(s) the payments made by him till that date (subject to adjustment of 15% of payments received till that date or Rs.3,00,000/- whichever is higher as liquidated damages and service charge) such refund shall be issued within a period of thirty (30) working days of the registration of cancellation/ termination deed and expulsion of the Allottee(s) from the membership of the society as per clause 9.4.

Provided that in case the Allottee has availed any Loan facility or has mortgaged the said unit to any financial institutes/ NBFC/ Banks and received the disbursement from said financial institutes/ NBFC/ Banks towards above flat/commercial premises, in that case the amount received from the said financial institutes/ NBFC/ Banks shall be refunded directly to the Financial Institutions/ NBFC/ Banks and balance amount will be paid to Allottee.

9.4 The Promoter/ Developers shall also move for expulsion of the Allottee(s) from the membership of the society as per by laws of the

society, and submit a copy of termination notice to such society. No separate consent of Allottee(s) will be required for such expulsion.

9.5 Upon termination of this Agreement the Promoter/ Developers, shall be at liberty to dispose of and sell the unit to such person and at such price as the Promoter/ Developers may in his absolute discretion think fit.

Provided that in the event of default as above the Allottee(s) shall not raise any objection to termination made by the Promoter/ Developers and that Promoter/ Developers is authorized to unilaterally register the cancellation deed with the registrar *suo-moto* without any recourse to the Allottee(s).

9.6 The Promoter/ Developers are not liable to refund the taxes, stamp duty, registration charges and other statutory charges if any collected from the Allottee(s) till the date of termination of the agreement.

9.7 The Promoter/ Developers may at their own option also approach the authority under RERA for seeking appropriate order for cancellation of this agreement.

10. DECLARATION BY THE PROMOTER/ DEVELOPERS

Promoter/ Developers hereby declare as follows:

10.1 Promoter/ Developers hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Competent Authority and the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Allottee(s), apply to the concerned local authority for occupation and completion certificate in respect of the unit and obtain the said certificate as per the provisions of law.

10.2 The Promoter/ Developers will not be liable for any delay caused by 'Electricity provider's defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or such other service connections necessary for occupying the said unit. The Allottee(s) hereby indemnifies the Promoter/ Developers from any claims made for delay on the above count.

10.3 The Promoter/ Developers would be entitled to put up sign boards, signage's, neon sign boards displaying its name in any part of the project like terrace, common area and garden etc. The said board would be maintained by the Promoter/ Developers at its own cost till the land is conveyed to the society of Allottee(s). The said board would not contain any information which is false or misleading. The Allottee(s) shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.

10.4 The carpet area of the said unit is approximately _____ sq. mts., however the actual carpet area of the unit may vary up to 3% due to design and construction exigencies. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit of 3% then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee beyond the defined limit of 3%, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in consideration clause of this Agreement. However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said unit and the carpet area as mentioned herein is less than or equal to 3%.

10.5 The Promoter/ Developers hereby decalare that the access road provided to the building is essential for fire safety norms and movement of fire engines/ rescue vehicles in case of any emergencies and that the said access road is always required to be kept open by the occupants of the units in the project & none of the Allottee(s) can park their vehicles on the said access road.

10.6 The Promoter/ Developers hereby decalare that the access road provided to the building is a common access for all the buildings in

the project i.e. Wing "A", Wing "B", Wing "C" & Wing "D" and accordingly will be usable by all the occupants of the said buildings.

The Promoter/ Developers hereby declare that the Health Club/Society Office/ and other project amenities provided in any of the Wings are common amenities for all the buildings in the project i.e. Wing "A", Wing "B", Wing "C" & Wing "D" irrespective of the Wing in which it is located and accordingly such amenities shall be usable by all the occupants of Wing "A", Wing "B", Wing "C" & Wing "D".

10.8 The Promoter/ Developers hereby declare that the access road at behind provided to the building is also a common access for all the buildings in the project i.e. Wing "A", Wing "B", Wing "C" & Wing "D" and accordingly will be usable by all the occupants of the said buildings. The Promoter/ Developers hereby declare that the access road at behind is presently encroached upon by a hawker at the entrance and hence will be available only after such hawker is evicted by the concerned authorities. The Promoter/ Developers hereby do not assure the Allottee(s) the availability of the said access.

10.9 If any structural defects of workmanship quality or provision of service is discovered within five years of handing over the possession of the said unit to Allottee(s), then, wherever possible such defects shall be rectified by the Promoter/ Developers 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/ Developers, compensation for such defects in the manner as provided under the Act.

This warranty is applicable only if after occupying the unit the Allottee(s) maintains the unit in the same condition as it was handed over to him by the Promoter/ Developers. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damaging the columns and/ or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association, this warranty shall stand lapsed. Further, in the following cases

where the Allottee(s) (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Allottee(s) and/or its tenants load heavy luggage in the lift (iii) Damage any portion of the neighbour's unit or common area by drilling or hammering etc. (iv) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoter/ Developers shall not be invocable (v) any change in internal or external plaster (vi) any change in civil work (vii) any change in the flooring of the flat/commercial premises (viii) any change in the bathrooms of the flat/commercial premises (ix) any change/ resizing of the window/s or window sill (x) any damage to the water proofing caused due to changes/ damages to the water pipe line and (xi) any corrosion to the RCC structure due to weather constraints.

11. DECLARATION BY ALLOTTEE(S):

Allottee(s) hereby declares as follows:

- 11.1 Allottee(s) has verified the documents including title search report and is satisfied that the Promoter/ Developers have absolute, developable and marketable title to the said land so as to enable it to convey the lease of said land to the society.
- 11.2 Allottee(s) shall not in any case interfere with the development activity undertaken in respect of said project and also more particularly for the said unit.
- 11.3 Allottee(s) is eligible and entitled to Purchase the said unit and Allottee(s) hereby assure, undertake and guarantee that the Allottee(s) shall use the said unit or any part thereof or permit the same to be used for purpose of permitted use. Allottee(s) shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the Promoters/ Developers nor claim any division or sub division of such common area.
- 11.4 If Allottee(s) wishes to make a site visit before possession, prior written permission from Promoter/ Developers is necessary. Promoter/ Developers shall not be responsible for any accident or mishap that may happen on site either to Allottee(s) or to any of his family members or friends.

11.5 Allottee(s) shall make timely payment of the demand raised by Promoter/ Developers. In case of default in payment, the Allottee(s) shall remedy the default within the period prescribed in this agreement. The Allottee(s) shall not object to the cancellation of this agreement if the default continues.

11.6 The Allottee(s) hereby agrees and indemnifies that the common amenities provided if any in the said project are to be utilized by the all the Allottee(s) of the said project.

11.7 The Allottee(s) shall obtain "No Objection Certificate" and "No Dues Certificate" from Promoter/ Developers to transfer the right, title and interest in respect of the said unit to thirds party during course of construction of said project or before possession of said unit to Allottee(s) whichever is later. Without obtaining the said certificates any document executed by Allottee(s) in the name of third party shall be treated as 'void-ab-initio'.

11.8 If the allottee had availed loan facility from any financial institution, the allottee(s) agrees that so long as the aforesaid loan remains unpaid/ outstanding, subject to terms hereof, shall not sell, transfer, let-out and/or deal with the flat/commercial premises in any manner whatsoever without obtaining the prior written permission of the Promoters/ Developers and the lender.

11.10 The Allottee(s) hereby decalares that he is aware that the access road provided to the building is essential for fire safety norms and movement of fire engines/ rescue vehicles in case of any emergencies and the Allottee(s) hereby agrees that he/she will not park their vehicles on the said 6 Meter access road.

11.11 The Allottee(s) hereby decalares that he is aware that the access road at behind is presently encroached upon by a hawker at the entrance and hence will be available only after such hawker is evicted by the concerned authorities and that the Promoter/ Developers have not assured the Allottee(s) the availability of the said access and the Allottee(s) hereby agrees not to raise any grievance on the same in future.

12. UNDERSTANDING BETWEEN THE PARTIES:

The Promoter/ Developers and the Allottee(s) also agree to the following:

12.1. The Allottee(s) shall be permitted/ allowed to commence interior works in the said Unit only upon obtaining possession letter from the Promoter/ Developers and after making all payments as per this agreement. Prior to carrying out the interior works in the said unit, the Allottee(s) shall give to Promoter/ Developers, in writing the details of the nature of interior works to be carried out.

12.2 Promoter/ Developers shall be entitled to inspect all interior works carried out by the Allottee(s). In the event Promoter/ Developers finds that the nature of interior work being executed by the Allottee(s) is harmful to the said unit or to the structure, facade and/or elevation of the said Building then, Promoter/ Developers can instruct the Allottee(s) to stop such interior work and the Allottee(s) shall stop such interior work at once, without raising any dispute.

12.3 The Allottee(s) will ensure that the debris from the interior works shall be dumped in an area earmarked for the same and will be cleared by the Allottee(s), on a daily basis, at no cost to Promoter/ Developers and no nuisance or annoyance to the other Allottee(s). All costs and consequences in this regard will be to the account of the Allottee(s).

12.4 The Allottee(s) will further ensure that the contractors and workers (whether engaged by the Allottee(s)) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Unit or the Building.

12.5 The Allottee(s) shall ensure that the contractors and workers, do not use or spoil the toilets in the said unit or in the building and use only the toilets earmarked by Promoter/ Developers for this purpose.

12.6 All materials brought into the said unit for carrying out interior works will be at the sole cost, safety, security and consequence of the

Allottee(s) and that Promoter/ Developers will not be held responsible for any loss/theft/damage to the same.

12.7 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee(s) at his/her/their/its own cost, and that Promoter/ Developers will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee(s) alone.

12.8 During the execution of interior works, if any of the Allottee(s) contractor / workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said unit and the Building. Further, the Allottee(s) shall be responsible for acts of such persons.

12.9. The Allottee(s) shall extend full cooperation to Promoter/ Developers, their agents, contractors to ensure good governance of such interior works.

12.10 The Allottee(s) shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter.

12.11 The Allottee(s) ensures that the contractors hired by the Allottee(s) shall not use lift for the purpose of carrying the materials of interior work and if any damages is caused due to same it shall be repaired and brought to its original condition by the Allottee(s) at their own expense within 30 days of written notice from the Promoter/ Developers.

13. DATE OF POSSESSION AND FORCE MAJEURE:

13.1 Promoter/ Developers shall give possession of the unit to the Allottee(s) on or before **31.12.2027** subject to receipt and realization of all amounts payable by the Allottee(s) under this Agreement and receipt of all approvals from competent authority. After the Allottee(s) has fulfilled all his obligations under this Agreement if the Promoter/ Developers fails or neglects to give possession of the said unit to the Allottee(s) on account of reasons

other than the reasons prescribed in this agreement, then subject to written demand from the Allottee(s) and execution of cancellation deed of allotment of said unit, the Promoter/ Developers shall be liable to refund to the Allottee(s) the amounts already received by him in respect of the said unit with simple interest at the rates prescribed under the RERA Rules, from the date the Promoter/ Developers received the sum till the date the amounts and interest thereon is repaid.

13.2 That the Promoter/ Developers are entitled to reasonable extension of time for giving possession of unit on the aforesaid date, if the completion of building in which the unit is to be situated is delayed on account of:

- (i) War, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court

13.3 The Allottee(s) shall take possession of the said unit within two (2) months from the date of receipt of Occupancy Certificate in respect of said project. The Allottee(s) must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said unit and also become member of the society by executing relevant documents.

14. RESERVATION FOR CAR PARKING :

14.1 The Allottee(s) has vide request letter dated _____ requested for reservation of one covered/ mechanical car parking (the “**car parking**”) to be used to park its motor vehicle. Accordingly, Promoter/ Developers hereby agree to reserves one car parking at Mechanical Parking Unit tentatively bearing no._____ admeasuring _____ Sq. Ft. having _____ Ft. Length X _____ Ft. breath X _____ Ft. vertical clearance. The car parking is subject to final building plan approved by the corporation at the time of grant of occupancy certificate and exact parking shall be re-confirmed at the time of possession on the basis of final plan.

14.2 Allottee(s) shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor i.e. other than the unit Allottee(s) of said unit.

14.3 The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.

14.4 The society shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter/ Developers.

14.5 The Allottee(s) shall not park his/its Car/ vehicle in any space except for his/its designated car parking space.

14.6 The Allottee(s) shall be allowed to park only ONE Car and in case he/she/they park additional car the same shall be treated as breach of this Agreement.

OR

Allottee(s) has vide request letter dated _____ informed the Promoter/ Developers that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said unit.

14.7 Allottee(s) undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottee(s).

15. OBTAINING MEMBERSHIP OF SOCIETY:

15.1 The subject project is a part of Slum Rehabilitation Scheme of Amir Baug SRA CHS Ltd which is a registered co-operative housing society being the 'Amir Baug SRA CHS Ltd.' (hereinafter referred to as "the said society") under the provisions of the Maharashtra Co-operative Societies Act, 1960. The said society is registered with the office of Assistant Registrar/CS/SRA under the provisions of the MCS Act, 1960 on 26.02.2007 vide registration certificate no_____. Copy of the certificate of registration of the society under MCS Act dated 26.02.2007 is attached herewith as **Annexure J**. All the existing occupants of Wing "A" are presently the members of said society. The Promoter/Developers may if required form separate society(s) for the Wing "B", Wing "C" or Wing "D".

15.2 The existing members of Amir Baug Co-Operative Society have a Fixed deposit of Rs. 40,000/- per member deposited with the society and to match the existing members deposits the Allottee(s) shall on or before delivery of possession of the said unit, pay to the Amir Baug Co-Operative Society or such separate society a further amount of Rs. 40,000/-.

15.2 The Allottee(s) herein will be required to obtain the membership of the said society or such separate society by making an application in the prescribed form and by paying the requisite charges as applicable under the MCS Act, within 15 days from the date of execution of this Agreement. The Developers hereby make it clear that even though the project collectively is named as "Sai Swaroop", the said Amir Baug SRA CHS Ltd may name the said project as "Amir Baug" or any other name of their choice as may be collectively decided by the members of the said Amir Baug SRA CHS Ltd or such other society(s).

15.3 The Allottee(s) shall be expelled from the said society(s) if the Allottee(s) defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from Promoter/ Developers shall be sufficient document.

16. CONVEYANCE AND HANDOVER OF THE BUILDING:

16.1 The Promoter/ Developers shall within three (3) months of the receipt of occupancy certificate for the last building under development in the project from competent authority or any other authority whichever is later; will cause to execute a conveyance deed and convey a right, title and interest for the said buildings along with land on which such building are constructed in the name of the society(s), subject to society(s) clearing all dues of the Promoter/ Developers.

16.2 The charges, costs expenses for conveyance of said land shall be borne by the Allottee(s) in proportion to his gross usable area and that the Allottee(s) shall come forward to accept conveyance of the said land in the name of the society formed within two (02) months from the date of intimation by the Promoter/ Developers. This amount is not included in agreement value and shall be calculated and informed to the members of the society at the time of conveyancing.

16.3 In the event of any portion of the said property being notified for set- back prior to the execution of the conveyance in favour of Apex Body, the Promoters/ Developers shall be entitled to receive the amount of compensation for such set-back portion of the said property or FSI/TDR in lieu of the same.

16.4 In the event of any portion of the said property being required by any local or government authorities, than the Promoters/ Developers alone shall be entitled to give such portion to the said authority or anybody for such purpose on terms and conditions as per Promoters/ Developers deem fit.

17. SOCIETY MAINTENANCE CHARGES:

17.1 Commencing a week after notice in writing is given by the Promoter/ Developers to the Allottee(s) that the said unit is ready for use and occupation, irrespective of the Allottee(s) taking the possession of the said unit, the Allottee(s) will be liable for proportionate share of outgoings in respect of said total land for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the said unit plus the additional area attached to the said unit i.e. gross usable area vis a vis total gross usable area of said entire project.

17.2 The Allottee(s) shall pay to the Promoter/Developers/Society at the time of possession, an on account advance maintenance of Rs. _____/- (Rupees _____) along with Service Tax/GST as "common maintenance charges" for the upkeep and maintenance of the said building Wing "____". The Allottee(s) shall draw cheque/ Demand Draft/ Managers Cheque in the name of "_____ " maintained in _____ (bank) Branch _____.

18. UNSOLD UNITS IN SAID PROJECT:

18.1 Promoter/ Developers shall be inducted as a member of said society for unsold units upon conveyance of said total land to society.

18.2 Promoter/ Developers shall be entitled to sell the unsold units in said project without any separate permission or consent of society and the members of society. The prospective Allottee(s) of such unsold units shall be inducted by the society as members and no objection shall be raised either by existing members or the society.

- 18.3 Allottee(s) or society shall not be entitled to demand any transfer charge for the transfer of unsold unit by the Promoter/ Developers to prospective Allottee(s).
- 18.4. Promoters/ Developers shall be liable to pay only the municipal taxes at actuals in respect of the unsold premises in the sale building.
- 18.5 Promoter/ Developers shall also be entitled to parking reserved for unsold units and the society or Allottee(s) shall not stake claim on such parking.
- 18.6 Promoter/ Developers shall be entitled to mortgage the unsold units of the said project with the financial institutions without any separate NOC from society or the members of society.
- 18.7 Promoter/ Developers is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

19. POST POSSESSION OBLIGATION OF THE ALLOTTEE(S)

- 19.1 Allottee(s) himself/themselves with intention to bring all persons into whosoever hands the said unit may come, hereby covenant with the Promoter/ Developers as follows :-
- 19.2 To maintain the said unit at Allottee(s) own cost in good tenantable repair condition from the date of possession of the said unit is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said unit is situated and the said unit itself or any part thereof.
- 19.3 Not to store in the said unit 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 said unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said unit is situated. In case any damage is caused to the building in which the said unit is situated, 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.

- 19.4 To carry out at his own cost all internal repairs to the said unit and maintain the said unit in the same conditions, state and order in which it was delivered by the Promoter/ Developers to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the said unit is situated or the said unit which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And 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.
- 19.5 Not to demolish or cause to be demolished the said unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said unit is situated and shall keep the portion/sewers, drains pipes in the said unit and appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the said unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said unit without the prior written permission of the Promoter/ Developers and/ or the said society, as the case may be.
- 19.6 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 19.7 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any portion of the said property and the building in which the said unit is situated.

19.8 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said unit by the Allottee(s) other than specified in this agreement.

19.9 Allottee(s) shall not let, sub-let transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said unit unless it has obtained a 'No Dues Certificate' letter from Promoter/ Developers. The Promoter/ Developers shall issue such Certificate if all the dues payable by the Allottee(s) to the Promoter/ Developers under this Agreement are fully paid up and if the Allottee(s) has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee(s) has requested in writing to the Promoter/ Developers. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter/ Developers shall be void-ab-initio. The Allottee(s) shall obtain such permission from said society after the leasehold right of said total land is conveyed to the said society.

19.10 Allottee(s) shall observe and follow all the rules and regulations which the said 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 said units therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. The Allottee(s) shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.

19.11 Till a conveyance of said total land and all building in the said entire project is executed the Allottee(s) shall permit the Promoter/ Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof, but only after prior notice.

19.12 The Promoters/ Developers if they desire may appoint a Project Management Agency, the allottee(s) agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoters/ Developers or the Project Management Agency, including the payment of the allottee(s) share of the project management fees as aforesaid that may become payable with respect to the operation and maintenance of the said property, the common area / amenities and facilities. It is hereby clarified that upon receiving the written instructions from the promoters/ Developers, the purchaser shall either directly pay the project management fees to the Promoters/ Developers or to the Project Management Agency.

19.13 It is hereby clarified that the Promoters/ Developers shall not be responsible, accountable or liable in any manner whatsoever to any person, including the allottee(s), the apex body for any act, deed, matter or thing committed or omitted to be done by the project management agency and/or any such other agency, firm, corporate body, organization, association or any other person/s in due course of such maintenance, management, control and regulation of the project.

20. REGISTRATION OF THIS AGREEMENT:

20.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit unless all amounts as agreed upon in this agreement is paid by the Allottee(s) to the Promoter/ Developers and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Allottee(s) shall have no claim save and except in respect of the said unit hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter/ Developers until the said total land and the buildings thereon is conveyed to the said society.

20.2 Allottee(s) shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter/ Developers will attend such office and admit execution thereof.

21 NOTICE:

21.1 All notices to be served on the Allottee(s) and the Promoter/ Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) and the Promoter/ Developers, by Registered Post A.D./ Speed Post/ Courier at his/her address specified below :-

Address of Allottee(s):-

e-mail: _____

Address of Promoter/ Developers:-

M/s. SAI SHARAN HOTELS

429, Arenja Corner, Sector-17, Vashi

Navi Mumbai- 400703

e-mail: _____

21.2 AND upon handing over of the possession of the said unit to the Allottee(s) under this agreement, all the notices on the Allottee(s) shall be served at the address of unit handed over to the Allottee(s) under this agreement.

21.3 That in case there are Joint Allottee(s) all communications shall be sent by the Promoter/ Developers 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(s).

22. ALLOTTEE(S) UNDERTAKING:

22.1 The Allottee(s) undertake hereby gives his/her/their express consent to the Promoter/ Developers to raise any loan against the said land and/or the said buildings under construction and to mortgage the same with any bank or bankers or any other financial institutions/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoter/ Developers at their own expenses on or before the conveyance of the said total land.

22.2 After the execution of this Agreement the Promoters shall not mortgage or create a charge on the subject Flat 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) herein.

23. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

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

24. BINDING EFFECT:

The recitals hereinbefore constitute an integral part of this Agreement and are evidencing the intent of the parties in executing this agreement, and describing the circumstances surrounding its execution. Said recitals are by express reference made a part of the covenants hereof, and this agreement shall be construed in light thereof. The Schedules, Annexure and payment receipt shall be construed as an integral part of this agreement.

25. MATERIAL ADVERSE CHANGE/CONDITIONS:

In case of material adverse change in any of the parameters in the said entire project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

26. COMPLIANCE OF LAWS RELATING TO REMITTANCES

26.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter/ Developers with such permission, approvals which would enable the Promoter/ Developers to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

26.2 The Promoter/ Developers accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter/ Developers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter/ Developers immediately and comply with necessary formalities if any under the applicable laws. The Promoter/ Developers shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said unit applied for herein in any way and the Promoter/ Developers shall be issuing the payment receipts in favour of the Allottee(s) only.

27. INVESTOR CLAUSE

The Allottee(s) has purchased the said Unit as an Investor. The Allottee(s) intends to sell the said unit within prescribed time limit for investors. In the event the said Unit is within such period the Allottee(s) shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 2015. Without prejudice to the Allottee(s) right as an Investor, the Allottee(s) may continue to hold the said Unit like any other Allottee(s) if he does not sell it within one year.

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

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

29. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

30. 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. 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.

32. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

33. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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 unit, as the case may be.

34. JURISDICTION

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

35. RIGHT TO AMEND

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

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land on City Survey No. 323, 323/1 to 10, 324, 324/ 1 to 26, 324/28, 324/29, 324/47 and 324/48 of Village Chembur, Taluka Kurla, District Mumbai Suburban District and lying being and situated at Hemu Kalani Marg, Chembur, Mumbai – 400071 admeasuring **2116.90 sq. meters** or thereabouts and bounded as follows i.e. to say:-

On or towards North	:	PLOT BEARING CTS NO.320
On or towards East	:	HEMU KALANI MARG
On or towards South	:	PLOT BEARING CTS NO.326
On or towards West	:	PLOT BEARING CTS NO.322

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat No. ____ on the ____ Floor of Building Wing “____” in the project known as "**SAI SWAROOP**" admeasuring _____ Sq. Meters Carpet Area or thereabouts to be constructed on a land bearing City Survey No. 323, 323/1 to 10, 324, 324/ 1 to 26, 324/28, 324/29, 324/47 and 324/48 of Village Chembur, Taluka Kurla, District Mumbai Suburban District and lying being and situated at Hemu Kalani Marg, Chembur, Mumbai – 400 071. The carpet area is the "**gross usable area**" available for use by the Allottee (s)

THE THIRD SCHEDULE ABOVE REFERRED TO “COMMON AMENITIES”

List of Common Amenities to be provided in the “Said Project”

SR.NO	ITEMS
1	
2	
3	
4	
5	
6	
7	

THE FOURTH SCHEDULE ABOVE REFERRED TO “AMENITIES”

List of Amenities to be provided in the “Said Unit”

SR.NO	ITEMS
1	
2	
3	
4	
5	
6	
7	

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED
THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE
WRITTEN**

SIGNED, SEALED AND DELIVERED BY)

1. M/s. SAI SHARAN HOTELS)

Through its Partner)

MR. SURESH G. WADHWA)

2. SIGNED, SEALED AND DELIVERED)

BY THE WITHINNAMED "ALLOTTEE(S)")

_____)

IN THE PRESENCE OF)

R E C E I P T

Received of and from the within named Allottee(s) _____
_____) a sum of Rs. _____/- (Rupees _____
_____) Only)

through Cheque, being the earnest money within mentioned to have been
paid by them to us as per the terms and conditions of the aforesaid
agreement. [Subject to realization of the cheque/s]

We Say Received.

M/S. SAI SHARAN HOTELS

SURESH G. WADHWA

Partner

Annexure – I**PAYMENT SCHEDULE**

	PARTICULARS OF WORK	PERCENTAGE
1	Booking Amount	5%
2	On Registration of Agreement	5%
3	On Completion of Plinth	25%
4	On Completion of 1 st Slab	5%
5	On Completion of 4 th Slab	5%
6	On Completion of 7 th Slab	5%
7	On Completion of 10 th Slab	5%
8	On Completion of 13 th Slab	5%
9	On Completion of 16 th Slab	5%
10	On Completion of Top Slab	5%
11	On Completion of Brick/Block work	5%
12	On Completion on Staircase/Lift Well upto floor level of the Flat	5%
13	On Completion on Internal/External Plastering	5%
14	On Completion on Plumbing/Electrical/Tiling Work	5%
15	On Possession	5%
	Total	100%

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List of Annexures:

1. The property cards in respect of the above land (s) is annexed herewith as **Annexure A** Colly.
2. Latest Letter of Intent dated _____ annexed hereto as **Annexure B**.
3. Latest Intimation of Approvals dated _____ annexed hereto as **Annexure C**.
4. Latest Commencement Certificate dated _____ of Building Wing "A" annexed hereto as **Annexure D**.
5. Layout Plan of the said property is annexed hereto and marked as **Annexure E**.
6. Copy of Title Certificate annexed hereto and marked as **Annexure F**.
7. Floor plan hereto annexed and marked as **Annexure G**.
8. MahaRERA Registration Certificate as **Annexure H**.
9. Payment schedule annexed hereto as **Annexure I**.
10. A copy of the certificate of registration of Amir Baug SRA CHS is annexed hereto as '**Annexure J**'.