

AGREEMENT

This Agreement is made and executed at Akola on this ____ day of _____ 20__.

BETWEEN

Shri. Vinaykumar S/o Rekhchand Rathi

Age about 59 years, Occ. Business & Cultivation,

R/o. Ward no.1, Gayatri nagar sonwadi fata Hiwarkhed, Tq. Telhara Distt. Akola

Hereinafter referred to or called as "THE PROMOTER/OWNER" (which expression unless repugnant to the context or meaning thereof shall mean and include the said respective partnership firm, its respective present partner/s, partner/s who may continue/s as the partner of the respective firm and person/s who may be admitted as the partner of the respective firm on reconstitution of the respective firm and on dissolution of the respective firm right, and obligation, under this agreement to whom allotted and partner/s heirs, executors, administrators, but does not include the partner/s who ceases to be the partner of the said respective firm and his/her heirs, executors, administrators, etc.)

... PARTY OF THE ONE PART

AND

II) 1) Mr./Mrs./M/s. _____

PAN NO.

Age about ____ years, Occupation- _____

2) Mr./Mrs./M/s. _____

PAN NO.

Age about ____ years, Occupation- _____

3) Mr./Mrs./M/s. _____

PAN NO.

Age about ____ years, Occupation- _____

Residing at :- _____

Hereinafter referred to or called as "THE ALLOTTEE/S" (which expression unless repugnant to the context or meaning thereof shall mean and include he/ she/ they/ himself/ herself/ themselves, and his/her/their heirs executors, administrators only).

... PARTY OF THE OTHER PART

WHEREAS

1. All that property, which is more particularly described in the Schedule-I written hereunder, hereinafter is referred as "THE SAID LAND" is owned and possessed by the Promoter/Owner herein, as the independent and separate property of the Promoter/Owner and name of the Promoter/Owner is shown in revenue record as the owner and possessor.

2. The Promoter herein being absolute owner and possessor, has absolute authority / rights to develop the said entire land by constructing multistoried buildings thereon and has exclusive right to sell, lease, mortgage, etc. the flats, shops, Tenements and allot exclusive right to use covered car parking's, terraces, reserved/ restricted areas, garage/outhouse, space for advertisements on the terrace/s, space for installation tower/s of wireless communication on the top terrace of the building/s etc. in the building/s, which is under construction or to be constructed on the said entire land by the Promoter and to enter into agreements with the Allottee/s, Mortgagees, lessees, allottee/s etc. and to receive sale price and deposit and other charges in respect thereof.

3. The Promoter/Owner herein have decided to develop the said land, being residential project. The Promoter/Owner herein proposed to float ownership scheme on the said land under name and style " **Shri. Vinaykumar S/o Rekhchand Rathi**

. ". The Promoter herein decided by using all buildable potential to construct the Building consisting of Parking and residential tenements, under project name "**Saachi Heights**". Hereinafter aforesaid project is referred as "THE SAID PROJECT" and buildings are referred as "THE SAID BUILDINGS".

4. The Promoter/Owner herein have entered into standard agreement with Architect Amit Rathi, who is registered with the Council of Architect having Office at Akola , Tal Akola , Dist- Akola for preparation of the layout and drawing of the buildings. The Promoter/Owner have further entered into standard agreement with structural engineer having office at at Akola , Tal Akola , Dist- Akola - for preparation of structural design. Thus the Promoter/Owner have accepted the professional supervision of such Architect and Structural Engineer till the completion of the said project, subject to the Promoter/Owner herein have reserved right to change aforesaid Architect or Structural Engineer as the case may be before the completion of

the said project and appoint new Architect or structural engineer for completion of the project as the circumstances may require.

5. The Promoter/Owner herein being land owner and developer of the said land alone have sole and exclusive right to sell the flats/offices/shops in the said building/s to be constructed by the Promoter/Owner as per Development Control Rules. The Promoter/Owner herein have sole and exclusive right to enter into agreements with Allottee/s, lease, mortgage, etc. of the flats and to receive the sale price etc. in respect thereof.

6. AND WHEREAS, The Allottee/s herein has demanded from Promoter and the Promoter has given inspection to the Allottee/s , off all the documents of title relating to the said project described in the Schedule-II hereunder written and also plans, designs and specifications of the said building prepared by the Architect 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 rules and regulations made thereunder. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has/have satisfied himself/herself/ themselves in respect of marketable title and rights and authorities of the Promoter herein. That the Allottee/s has given his specific confirmation herein that the responsibility of title of the said land be on Promoter up and until the conveyance of the said building/phase/wing and the said land thereunder.

7. The Chief Officer, Rahata Municipal Corporation issued non-agricultural permission vide order No. dated / /201 The Promoter herein has obtained from The Chief Officer, Akola Municipal Corporation construction permission vide Order No. Construction Permission dated for residential purpose. The Promoter/Owner while developing the said land and upon due observance and performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the concerned Development Controlling Authority, if applicable.

8. The Promoter/Owner has accordingly commenced the construction in accordance with the said plans.

9. The Allottee/Purchaser herein has shown willingness to purchase Apartment/Flat in the Said Project and the representative of Promoter has disclosed all the required disclosers as well as informed the Allottee/Purchaser. All the project will be commenced as per the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as “RERA”) and the Maharashtra

Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "MOFA") and rules made there under.

10. The Allottee / Purchaser herein has/have demanded from the Promoter and the Promoter has given inspection to the Allottee / Purchaser of all the documents of the title relating to the Said Land, the plans, designs and specifications prepared by the Promoter's Architect. After the Allottee / Purchaser's aforesaid enquiry and demand of inspection of documents, the Promoter herein has requested to the Allottee / Purchaser to carry out independent search by appointing his/her/their may have own Advocate and to ask any further queries, he/she/they may have regarding the marketable title and rights and authorities of the Promoter herein. The Allottee/Purchaser has/have satisfied himself/herself/ themselves in respect of the marketable title, rights and authorities of the Promoter herein and further got satisfied as to the implementation of the Said Project and construction of the buildings in phases and thereafter with due diligence and after being well conversant with the disclosers, documents, etc. and the Said Project as well as tenements in the project, the Allottee/s has decided to have one Apartment/Flat/Shop in the Said Project known as **Saachi Heights** and has made application dated _____ with required application amount for allotment of Apartment/Flat/Shop. The Promoter has accepted the application of the Allottee/Purchaser and allotted Apartment/Flat/Shop No. _____ to the Allottee/s as per allotment letter dated _____. Aforesaid Apartment/Flat /Shop along with the appurtenances thereto is more particularly stated in Annexure-1 written hereunder and hereinafter referred as "THE SAID TENEMENT".

11. Details of the Said Tenement is annexed as Annexure-1, Plan showing the said land alongwith the presently sanctioned building layout is annexed as Annexure-2, Said Tenement floor plan of the building in which the said Tenement under transaction is annexed as Annexure-3, Parking plan of the building in which the said Tenement under transaction is annexed as Annexure-4, specifications of the buildings and Said Tenements as agreed to be provided is annexed hereto as Annexure-5, common amenities for the project on the said land to be provided is annexed hereto as Annexure-6 and Copy of the Non Agricultural permission and construction permission issued by The Chief Officer, Rahata Municipal Corporation is annexed as Annexure-7, 7/12 Extract showing the nature of the title of the owner of the said land is annexed hereto as Annexure-8 and copy of the Certificate of the title, issued by the Advocate of the Promoter/Owner is annexed hereto as Annexure-9.

12. The Allottee/s is/are aware of the fact that the Promoter/Owner have entered or will enter into similar and/or separate Agreement/s with several other person/s and party/s in respect of

flats/shops/offices /unit in the said building/s and also in the various other phases of the township and eventually the same will be merged at the sole discretion of the Promoter/Owner. The common areas and facilities of the township will be shared by all designated flats/shops/offices /unit /plot holders and all the Allottee/s has/have unequivocally agreed and confirmed to accept the absolute and sole discretionary powers of the Promoter/Owner in this regards.

13. AND WHEREAS the carpet area of the said Flat/Said Tenement is _____ square meters and "carpet area" means the net usable floor area of an Flat/Said Tenement, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Said Tenement for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the Said Tenement for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Said Tenement.

14. AND WHEREAS the Promoter in compliance of Section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the Said Tenement in favour of the Allottee/s, being in fact these presents and also to register said agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

15. Notwithstanding anything stated in any other document/allotment / letter given or communicated with the Allottee/s any time prior, this agreement shall be considered as the only document and its conditions shall be read as the only conditions valid and basis for which said Tenement is agreed to be sold to the Allottee/s.

16. AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

17. AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, funds, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the Allottee in respect of his unit in the said project.

18. AND WHEREAS, the Promoter will register the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority within the time stipulated under the Act.

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

and conditions appearing hereinafter; and that the Allottee/s has not given any third party rights to enforce this said agreement unless said tenement is transferred to them.

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

1. DISCLOSURES MADE BY THE PROMOTER TO THE PURCHASER HEREIN: - Prior to enter into this transaction the Promoter herein disclosed to the Purchaser as under: -

1.1 The Promoter herein has disclosed to the Allottee/s that, the Said Land will be developed by constructing one buildings as per layout as annexed hereto as Annexure-2 being project **“Saachi Heights ”** Further disclosed that, at present sanction received for the said layout project from The Chief Officer, Akola Municipal Corporation construction permission vide Order No. Construction Permission / for residential purpose, for the said land along with sanction to the building layout and building plan.

1.2 The Promoter herein has disclosed to the Allottee/s that, at present sanction to the Said Project is received as stated Sub Clause No.1.1 hereinabove written and further sanction for floor is yet to be received. The Allottee/Purchaser with due diligence got conversant with the aforesaid situation and irrevocably consented for aforesaid revised sanction.

1.3 The Promoter herein has informed and disclosed to the Allottee/s that, the Promoter has provided sufficient space out of the Said Land for installation of Electricity transformer yard and as per norms of Maharashtra Electricity Distribution Company Limited the Promoter will apply for necessary electricity supply for the Said Project by paying necessary charges for the same. On installation of such Electricity transformer yard necessary cables upto each building will be lay-down and for each building for the energy meter sufficient space will be provided and for each tenement separate energy meter will be provided as per norms of the aforesaid Company. For common lights and energy required for common water supply pumps separate energy meter will be provided along with Diesel Generator Backup facility. It is specifically disclosed by the Promoter that, though the Promoter provided aforesaid provisions for the Said Project, if there is any deficiency in supply of electricity then for such deficiency the Promoter will not be liable. The Allottee/ Purchaser with due diligence accepted the aforesaid discloser.

1.4 The Promoter herein to disclosed and provided to the tenement Allottee/s for inspection copies of demarcation plan, layout and building plan as well as sanction layout plan and building plan and further disclose that, balance sanction to the Upper Floors of the Building is yet to be receive and Promoter will obtain the same in due course by utilizing all type of

buildable potential of the Said Land as per development control rules and regulations applicable for the Said Land from time to time till the completion of Said Project in all respect by receiving full and final completion certificate.

1.5 The Promoter herein has disclosed as to the date of delivery of possession of the Said tenement to the Allottee/Purchaser as stated in Clause No. 8 hereunder written.

1.6 The Promoter herein has also informed and disclosed to the Allotte/s as to the nature of organization of the Allotte/s of the tenements in the Said Project to be constituted and to which title is to be passed as stated in Clause No. 13 hereunder written.

1.7 The Promoter herein has made full and true disclosures as aforesaid to the Allotte/s and further also requested to the Allotte/s to carry out the search and to investigate the Marketable Title and rights and authorities of the Promoter, in respect of the Said Land by appointing his/her/their own advocate. As required by the Allotte/s the Promoter herein has given all information to the Allotte/s herein and he/she/they is/are acquainted himself /herself/ themselves with all the facts as to the Marketable Title and rights and authorities of Promoter and after satisfaction and acceptance of title has/have entered into this agreement. The Allotte/s hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the Said Land and further Promoter's rights and authority as to enter into this agreement.

1.8 The Promoter herein informed the Purchaser that during actual construction, the room sizes or the carpet area of the Said Tenement may or likely vary upto 3% than as stated in Annexure-1 written hereunder and in such case neither Promoter nor Allotte/s is entitled to demand or pay any amount to each other.

2. ALTERATION, MODIFICATION IN SANCTIONED LAYOUT, BUILDINGS PLANS AND CONSTRUCTION ACCORDINGLY: -

In terms of sub-clause No.1.1, 1.2 of clause No.1 hereinabove written, the Promoter has obtained sanction and further has to obtained revised sanction to the layout and building plan and shall construct the Said Building/s on the Said Land in accordance with such revised sanction layout and building plan designs, specifications approved by the concerned development controlling authority. Allotte/s herein has seen 13 sanctioned layout and building plan for the Said Land and with due diligence approved sanctioned layout and building plan and by executing this present with due diligence granted irrevocable consent for obtaining sanction for Upper Floors subject to further variation as may be considered necessary or as may be required by concerned development controlling authority / Government.

The Allotte/s herein is well understood the facts that, to use balance FSI of Said Land, Fungible FSI, Permissible TDR including slum TDR and other buildable potential under whatsoever head which will be received to the Promoter from the Development Controlling Authority receivable against handing over the amenity space & area affected by road out of the Said Land, considering the aforesaid facts the Promoter herein has reserved right to consume the same by obtaining sanction for the building plan with vertical changes of the building/wings, construction of which yet to be commenced as per Said Master Layout Plan for the Said Land. For the aforesaid purpose the Allotte/s herein by executing these present with due diligence has/have given consent and further assured to the Promoter separate consent will not be required. Provided that, the Promoter shall have to obtain prior consent in writing from the Allotte/s herein in respect of such variations or modifications which adversely affect the Said Apartment/flat/ Shop which the Allottee/Purchaser herein has agreed to purchase on ownership basis in pursuance of this instrument.

3. CONSIDERATION OF THE SAID TENEMENT:-

A. Considering the present status of the construction of the building/s at site in which the Said Tenement is situated and further in light of the Allottee/s agreed to pay the consideration as stated in subpara 'B' hereunder written, the Promoter/Owner have agreed to sell and Allottee/s herein has agreed to purchase, on ownership basis, all that, residential Tenement being Flat/Shop/Office No.____, having carpet area admeasuring _____ sq. mtrs. i.e. _____ sq.fts. and adjacent Balcony having carpet area admeasuring _____ sq. mtrs. i.e. _____ sq.fts. situated on _____ floor in _____ wing of the building, which Said Tenement is more particularly described in the Annexure-1 annexed hereto and shown floor plan annexed hereto as Annexure-3 i.e. said Said Tenement, at or for total consideration of Rs._____/-(Rupees _____only) including price for proportionate common areas and facilities appurtenant to the Said Tenement, the expenses for obtaining electric connection from M.S.E.D. Co. Ltd., expenses for formation of society but excluding all expenses of stamp duty and registration fees, Service Tax, VAT, GST etc., which will have to be paid by the Allottee/s to the Promoter/Owner or concerned authority separately. The nature, extent and description of the common / limited common areas and facilities which are more particularly described in the Schedule-III written hereunder. The Promoter/Owner herein have agreed to provide the specification in the Said Tenement, which are more particularly described in the Annexure-5 annexed hereto.

B. The Allottee/s herein is well aware that, the building / wing in which the said Tenement is situated is under construction on the said land. As per the present status of the construction the Allottee/s has/have agreed to pay the aforesaid agreed consideration to the Promoter/Owner herein in the following manner:-

The Allottee/s herein shall pay the aforesaid consideration to the Promoter/Owner herein on due date or within 7 days from the Allottee/s receiving the written or verbal intimation from the Promoter/Owner calling upon the Allottee/s to make the payment.

Time is the essence of the contract.

The payment to be made by the Allottee/s by issuing cheques / demand draft in favour of **Shri. Vinaykumar S/o Rekhchand Rathi**
(Saachi Heights) .

The total price above excludes taxes, (consisting of tax paid or payable by the promoter by way of VAT, Service Tax, Cess, GST, or any other similar taxes which may be levied in connection with the construction of and carrying out of the said project payable by the promoter up to the date of handing over the possession of the Said Tenement.

C. The Total Price is escalation-free, save and except increases which the Allottee/s agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority 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. The Promoter may charge the Allottee/s separately for any upgradation / changes specifically requested or approved by the Allottee/s in fittings, fixtures and specifications and any other facility which have been done on the Allottee/s request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

D) The Promoter herein on due date/or reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee/s and the Allottee/s shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee/s herein specifically agrees that he/she/they shall pay the aforesaid amount along with the

service tax, VAT, GST, LBT and such other taxes, cesses, charges etc. without any delay along with each installment.

E) Payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee/s or by housing finance companies/bank etc. on behalf of Allottee/s.

F) ADJUSTMENT/APPROPRIATION OF PAYMENTS:-

The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their 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.

G) INTEREST ON UNPAID DUE AMOUNT:-

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

4. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY:-

The Promoter/Owner hereby agree 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 sanctioning the said plans or thereafter and shall, before handing over possession of the Said Tenement to the Allottee/s herein, obtain from the concerned local authority / development controlling authority occupation and/or completion certificate in respect of the Said Tenement if applicable. The Allottee/s herein also shall observe and perform all the terms, conditions, stipulations

and restrictions if any, which may have been imposed by the concerned local authority at the time sanctioning the said plans or thereafter and further observe all development controlling rules applicable to the building in which the Said Tenement is situated. Notwithstanding anything to the contrary contained herein, the Allottee/s shall not be entitled to claim possession of the Said Tenement until the completion certificate is received from the local authority and the Allottee/s has paid all dues payable under this agreement in respect of the Said Tenement to the Promoter and has paid the necessary maintenance amount/deposit, service tax, Vat, GST, LBT and other taxes payable under this agreement of the Said Tenement to the Promoter.

Howsoever for the purpose of defect liability on towards the promoter, the date shall be calculated from the date of handing over possession to the Allottee/s for fit outs and interior works and that the said liability shall be those responsibility which are not covered under maintenance of the Said Tenement / unit / building / phase /wing as stated in the said agreement. That further it has been agreed by the Allottee/s that any damage or change done within the Said Tenement/unit sold or in the building/phase/wing done by him/them or by any third person on and behalf of the Allottee/s then the Allottee/s expressly absolves the Promoter from 20 the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the developer.

5. DISCLOSURE AS TO FLOOR SPACE INDEX:-

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ----- Square Metres only and Promoter has planned to utilize Floor Space Index of _____ Square Meters for 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 ----- square meters on whole project to be utilized by him on the project land in the said Project and Allottee/s has agreed to purchase the Said Tenement based on the proposed construction and sale of Said Tenements 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.

The Allottee/s herein is well understood the facts that to use balance FSI of the said land, Fungible FSI, Permissible TDR and other buildable potential under whatsoever head which will be received to the Promoter from the Development Controlling Authority receivable against handing over the amenity spaces and area affected by road out of the said Land, considering the aforesaid facts the promoter herein has reserved right to consume the same by obtaining sanction for the building plan with vertical changes of the buildings/wings, construction of which yet to be commenced as per said master layout plan for the said entire land. For the aforesaid purpose the Allottee/s herein by executing this present with due diligence has/have given consent and further assured to the Promoter separate consent will not be required. Provided that, the Promoter shall have to obtain prior consent in writing from the Allottee/s herein in respect of such variations or modifications which adversely affect the Said Tenement/flat which the Allottee/s herein has agreed to purchase on ownership basis in pursuance of this instrument.

6. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:-

The Promoter have made full and true disclosures to the Allottee/s as to the title and rights and authorities of the Promoter in respect of the said land and TDR (if any) as well as the encumbrances, if any, known to the Promoter/Owner. The Promoter/Owner herein have also requested to the Allottee/s to carry out the search and to investigate the Marketable Title and rights and authorities of the Promoter/Owner, in respect of the said entire land by appointing his/her/their own advocate. As required by the law and the Allottee/s the Promoter/Owner herein have given all information to the Allottee/s herein and he/she/they is/are acquainted himself / herself / themselves with all the facts as to the Marketable Title and rights and authorities of Promoter/Owner and after satisfaction and acceptance of title has/have entered into this agreement. The Allottee/s hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter/Owner in respect of the said entire land and Promoter's rights and authority to enter into this agreement.

7. SPECIFICATIONS AND AMENITIES:-

The Fixtures, fitting and amenities to be provided by the Promoter/Owner in the said building and the Said Tenement are those that are set out in Annexure-5 annexed hereto. Common amenities for the project on the said land are stated in the Annexure-6

annexed hereto. To maintain the stability of the buildings/wings and internal structures, the Promoter/Owner herein specifically informed by its consultant not to allow any internal changes, as to shifting of walls, toilets, chizeling walls and R.C.C. members and hence the Promoter/Owner herein prior to entering into this instrument specifically instructed the Allottee/s herein that, his/her/their request to provide any shifting of walls, toilets etc. or modification or alteration will not be accepted.

8. COMPLIANCE OF LAW RELATING TO REMITTANCES:-

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 there under 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 with such permission, approvals which would enable the Promoter 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 of any other applicable law. The Allottee/s understand 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 actions under 23 the Foreign Exchange Management Act, 1999 or other laws as applicable , as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Wherever 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 immediately and comply with necessary formalities if any under the applicable laws. The Promoter 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 Tenement applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

9. POSSESSION OF THE SAID TENEMENT:-

9.1 SCHEDULE FOR POSSESSION OF THE SAID TENEMENT:-

The Promoter agrees and understands that timely delivery of possession of the Said Tenement is the essence of the Agreement subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the Said Tenement, in terms of these presents, the Promoter, based on the approved plans and specifications, assures to hand over possession of the Said Tenement on **30th December 2019**

Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee/s and the Promoter for giving possession of the Said Tenement on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration, Further if the completion of building in which the Said Tenement is to be situated is delayed in account of –

- a) war, civil commotion, flood, drought, fire, cyclone, earthquake, act of God or any calamity by nature affecting the regular development of the real estate project (“Force Majeure”);
- b) Non-availability of steel, cement, other building material, water or electric supply as well as labour strike or scarcity of availability of expert labour.
- c) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act 2016 for reason where actual work of said project/building could not be carried by the Promoter as per sanction plan due to specific stay or injunction orders relating to the said project from any court of law, Tribunal, competent authority, statutory authority, or due to such circumstances as may be decided by the Authority.
- d) The Allottee/s have committed any default in payment of installments as mentioned Clause 2 herein above written and all other amounts payable by the purchaser to the promoter in respect of the Said Tenement in terms of these presents.

If, however, the completion of the project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Tenement, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund the Allottee/s the entire amount received by the Promoter from the allotment within

30 days from that date. After any refund of the money paid by the Allottee/s, Allottee/s agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

The Promoter specifically informed the Purchaser that, the Said Project is a large project common amenities like club house, landscaped garden, etc. and the construction of such common amenities will be completed in due course within 6 months, only after completion of construction of all the buildings/wings in the Said Project as per Said Layout Plan, and considering this aspect on construction of the Said Apartment and written intimation as stated here to before issued by the Promoter to the Purchaser herein, the Purchaser herein shall have to take the possession as stated above and not entitled to refuse to take the possession on ground of non construction of aforesaid common amenities to the Said Project.

9.2) SCHEDULE FOR POSSESSION OF THE COMMON AMENITIES:-

The Promoter herein is developing the said project land which consists of common amenities like club house, garden etc. specifically mentioned in schedule IV the construction / development of the said common amenities will be completed in due course on the said entire land. The Promoter assures to hand over possession of the said common amenities on 31st December, 2018. The Allottee/s herein agrees and conveys that he /she/they shall not be entitled to refuse to take the possession of the Said Tenement on the ground of non-completion of aforesaid common amenities on the date of possession of the Said Tenement. That the Allottee/s further agree that even where 'substantial completion' of works has been done and after receiving OC from the competent authority possession of the said tenement shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said tenement.

9.3) PROCEDURE FOR TAKING POSSESSION:-

The promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing / via email / verbally to the Allottee/s intimating that, Said Tenement is ready for use and occupation. The Allottee/s herein shall inspect the Said Tenement in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoter as per the terms and

conditions of this agreement and take the possession of the Said Tenement within 15 days from the date of intimation issued by the promoter to the Allottee/s herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment 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/association of Allottee/s, as case may be.

9.4) FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF SAID TENEMENT: -

Upon receiving a intimation from the Promoter as per clause 9.3, the Allottee/s shall take possession of the Said Tenement 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 Said Tenement to the Allottee/s. In case the Allottee/s fails or commits delay in taking possession within the time provided in clause 9.3 such Allottee/s shall continue to be liable to pay maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the Said Tenement and the Promoter shall not be liable for the maintenance, wear and tear of the Said Tenement.

9.5) POSSESSION BY THE ALLOTTEE/S : After obtaining the occupancy certificate and handing over physical possession of the Said Tenement to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or competent authority, as the case may be as per the local laws.

9.6) That the Allottee/s has given his specific confirmation herein that the responsibility of title of the said entire land be on the Promoter up and until the conveyance of the said/phase/wing and the said land there under.

9.7) Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Said Tenement (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottee/s, in case the Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Said Tenement, with the interest as per

State Bank of India highest Marginal Cost of Lending Rate per annum within 30 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee/s does not intend to withdraw from the said project, the promoter shall pay the allottee/s interest as per State Bank of India highest Marginal Cost of Lending Rate per annum on the amounts received under the head "Consideration" of the Said Tenement, for every month of delay, till the handing over of the possession of the Said Tenement.

10) TIME IS ESSENCE:-

Time is essence for the Promoter as well as Allottee/s. The Promoter shall be abide by the time schedule for completing the project and handing over the Said Tenement/Plot to the Allottee/s and the common areas to the association of the allottee/s 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 installments and other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per Payment Plan in Clause no 2 (B) in this agreement.

11) TERMINATION OF AGREEMENT:-

11.1) Without prejudice to the right of Promoter to charge interest in terms of clause 2(G) above 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 share of tax levied by concerned local authority and other outgoings) and on the allottee/s committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this agreement. It is specifically agreed between the parties that only upon the execution and registration of Deed of Cancellation of this agreement the Allottee/s shall be entitled to receive the refund of consideration subject to this agreement.

Provided that, Promoter shall give notice of 15 days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s 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.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s subject to adjustment and recovery of any administrative expenses of an amount of Rs. 50,000/- and/or any other expenses incurred by the Promoter for such unit as requested by the allottee/s or any other amount which may be payable to Promoter, within a period of 30 days of the termination, the installments of sale consideration of the Said Tenement which may till then have been paid by the Allottee/s to the Promoter and the Promoter herein shall be entitled to deal with the Said Tenement with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this Agreement.

11.2) For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement/ transaction in respect of the Said Tenement then the Allottee/s herein shall issue a prior written notice to the Promoter as the intention of the Allottee/s and on such receipt of notice the Promoter herein shall be entitled to deal with the Said Tenement with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

11.3) It is specifically agreed between the parties hereto that, if the transaction in respect of the Said Tenement between the Promoter and Allottee/s herein terminated as stated in sub-para 11.1 & 11.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the Said Tenement, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

12) DEFECT LIABILITY:-

If within a period of three years from the date of handing over the Said Tenement to the Allottee/s , the Allottee/s brings to the notice of the Promoter any structural defect in the Said Tenement or the building in which the Said Tenement are situated or, 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.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the Said Tenement of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc or in the fitting therein, in particular it is hereby agreed that the Allottee/s shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall 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 Said Tenement by the occupants, vagaries of nature etc.

That it shall be the responsibility of the Allottee/s to maintain his Said Tenement in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the Said Tenement / unit / building / phase / wing and if the annual maintenance contracts are not done/renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same.

Further provided that defect liability of the promoter for the standard fittings, machinery including generator set for backup, STP, electric pumps waste management plants if any, lift, gas line if any, security equipments if any, solar system if any etc, will be as per the warrantee provided by the respective manufacturer/supplier.

That the project as a whole has been conceived designed and constructed based on the commitments and warranties given by dealers/manufacturers that all equipments, fixtures and fitting 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 flats and the common projects amenities wherever applicable.

That the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the Said Tenement / unit /building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Said Tenement / unit / phase / wing and keeping in mind the aforesaid agreed clauses of this agreement.

13) FORMATION OF ORGANISATION OF APARTMENTS HOLDERS IN THE BUILDING/S AND PROJECT ON THE SAID LAND: -

13.1 In the project on the said land, there are Building A, B, C & commercial building are consisting of various residential and commercial tenements essential club house, Garden, gymnasium, multipurpose play court, etc. and further to have the maintenance of building/s and common facilities more conveniently, the Promoter herein has decided to form one Co-operative Society for the tenement holders in the such Buildings which are under construction or to be constructed on area admeasuring _____sq. mtrs. out of the said land which the Promoter herein developing.

13.2 To enable the Promoter to form the Society as aforesaid, the Allottee / Purchaser herein shall join in forming and registering the Society, from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Allottee / Purchaser herein, so as to enable Promoter to register the society of the Allottee / Purchaser of the apartment/s in the project under section 10 of the MOFA and section 19 of the RERA, within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the

Promotion of construction, Sale, Management and Transfer) Rule, 1964. No objection shall be taken by the Allottee / Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and / or Article 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.

14. CONVEYANCE DEED: -

The Promoter herein has made full and true disclosure as to how the Said Project is completed as aforesaid and considering the provision in Sec.11 of the MOFA and Rule 9 of MOFA and since the Purchaser herein is well aware that the Said Project is having one buildings and the Promoter herein is going to complete the Said Project and providing the common amenities for the Buildings/Wings A, B, C & Commercial building out of the Said Project as stated in Annexure-4 annexed hereto and after delivering the possession of the apartments to the respective buyers in Buildings/Wings A, B, C & commercial building, going to form Co-Operative Housing society for such building as stated in Clause No.12 hereinabove written and since the maintenance of common amenities & facilities has to be look after by such Society, Conveyance for the area admeasuring _____ sq. mtrs. out of the said land along with Buildings A, B, C & commercial building in favour of Co-Operative Housing Society for the apartment buyers therein. The aforesaid Conveyance Deed will be executed within a period of 6 months from the receipt of full & final completion certificate for the Buildings in respective societies or receiving Registration Certificate of such respective societies whichever is later.

15) PAYMENT OF TAXES, CESSSES, OUTGOINGS, ETC.

15.1) The Allottee/s herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT) on the agreed consideration, for the transaction for sale of Said Tenement by the Promoter to the Allottee/s of the Said Tenements under the Value Added Tax Act 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promote to deposit / pay the same to the Government of Maharashtra.

15.2) The Allottee/s herein is well aware that, the Central Government of India has imposed service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of Said Tenements by the Promoter to the Allottee/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.

15.3) If at any time, after execution of this agreement the Local Planning Authority/ Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment /executive power etc. levies any tax /duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund /betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / service tax, /GST, penalties etc. and put in force or shall be in force prospectively or retrospectively, in respect of the Said Tenement or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed before possession) by the Allottee/s together with penalty (if any) and interest from the date of payment by the Promoter. The Allottee/s hereby indemnifies the Promoter from all such levies, cost and consequences. It is agreed that the Promoter shall have the right to claim such amount along with other claims of compensation / losses / burden undergone / undertaken by him.

15.4) Provided that any deduction of an amount made by the Allottee/s on account of Tax Deducted at source (TDS) as may be required under prevailing law while making any payment to the Promoter under this agreement shall be acknowledged/credited by the Promoter, only upon Allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching reflecting the necessary form of Income Tax with Income Tax Department site. Provided further that at the time of handing over the possession of the Said Tenement, if any such certificate is not produced, the Allottee shall pay equivalent amount as interest free

deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee/s producing such certificate within 4 months of the possession.

Provided further that in case the Allottee/s fails to produce such certificate within the stipulated period of 4 months the Promoter shall be entitled to appropriate the said deposit against the receivable from the Allottee/s.

15.5) Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the Said Tenement and if for whatsoever reason respective recovering authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrances shall be on Said Tenement being first encumbrance of the Promoter. The Allottee/s herein with due diligence has accepted the aforesaid condition.

15.6) That the Allottee/s are made aware and expressly agrees herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the Allottee/s shall have to pay for the water charges either by tanker or any other form.

16) COMMON MAINTENANCE:-

Commencing a week after notice in writing is given by the Promoter/Owner to the Allottee/s that, the Said Tenement is ready for use and occupation, the Allottee/s shall be liable, irrespective whether the Allottee/s has/have taken possession of the Said Tenement or not for any reason whatsoever, to bear and pay the proportionate share of outgoings in respect of the said land and building/s namely- maintenance of garden, open space, energy meter bills payable to M. S. E. D. Co. Ltd. for the street lights, common lights in open space, garden, stairway, passages, outer periphery of the building, lift, machine room, genset, water pumps, expenses for fuel of genset, annual maintenance of lift, genset, motors, payment to sweepers, motorman, security person/s, person cleaning overhead and underground water tank, maintenance management team, person working in club house etc. and all other expenses necessary and incidental to the management and maintenance of the said land and building/s, but not covered the payment of taxes, being property tax payable to the

concerned local authority in respect of the Said Tenement, insurance or sinking funds, non agricultural assessment or other taxes payable to the State or Central Government, energy meter bills for individual Said Tenement as well as water meter bills for individual Said Tenement and internal maintenance of the Said Tenement.

For the purpose of maintenance of common area the unit Allottee/s shall keep deposited with the Promoter an amount of Rs.----- /- Per Sq. Ft. at Flat area on or before delivery of possession. Till the said amount is not deposited by unit Allottee the Promoter shall hold the possession. The amount of Rs. 100/- Per Sq. Ft. maintenance shall be deposited in separate account and after deducting the actual expenses for common maintenance amount remained with the Promoter will transfer by the Promoter to the Proposed Co-Operative Society or Ad-hoc Committee member after giving account of the same. Maintenance of the common areas will be done by the Promoter from the interest accrued on such deposit and if the interest accrued thereon fall short then the promoter will use maintenance deposit and remaining amount after giving proper accounts of maintenance deposit will transfer by the Promoter to the Proposed Co-Operative Society or Ad-hoc Committee member. The common area maintenance will be carried out of the interest accrued on such deposit. If the amount of deposit and interest accrued thereon fall short the same shall be adequately demanded from Allottee/s and same shall not be denied by Allottee/s.

It is further agreed and understood by the Allottee/s that in case the purchaser herein and/or the other Said Tenement's Allottee/s in the said project, defaults in paying the maintenance charges for whatsoever reason it may be then in such event for the expenses incurred by the promoter for maintaining the project, the promoter shall have a charge on the individual Said Tenement/s of the respective Allottee/s and the promoter is also entitled to stop maintaining the project by giving 15 days prior notice and the Allottee/s shall have no claim of whatsoever nature against the promoter.

17) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

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

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

17.2) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

17.3) There are no encumbrances upon the project land or the project except those disclosed in the title report/in this agreement.

17.4) 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;

17.5) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the allottee/s and the allottee/s is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the allottee/s and based on these said details of the drawings and the calculations and areas shown, the allottee/s has agreed to take the said tenement.

17.6) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

17.7) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

17.8) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Said Tenement] which will, in any manner, affect the rights of Allottee/s under this Agreement;

17.9) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Tenement to the Allottee/s in the manner contemplated in this Agreement;

17.10) At the time of execution of the conveyance deed of the structure to the association of allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees/s;

17.11) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

18) COVENANTS AS TO USE OF SAID TENEMENT:-

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

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

18.2) Not to store in the Said Tenement 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 Tenement 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 Said Tenement is situated, including entrances of the building in which the Said Tenement is situated

and in case any damage is caused to the building in which the Said Tenement is situated or the Said Tenement 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.

18.3) To carry out at his own cost all internal repairs to the Said Tenement and maintain the Said Tenement 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 Said Tenement is situated or the Said Tenement 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.

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

18.5) 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 Said Tenement is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

18.7) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or

giving water, electricity or any other service connection to the building in which the Said Tenement is situated.

18.8) 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 Tenement by the Allottee/s for any purposes other than for purpose for which it is sold.

18.9) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit act or of this Agreement or part with the possession of the Said Tenement until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.

18.10) The Allottee/s shall observe and perform all the rules and regulations which the Society or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Said Tenements 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/Federation regarding the occupancy and use of the Said Tenement 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.

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

18.12) Till a conveyance of the project land on which the building in which Said Tenement is situated is executed in favour of Federation, 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 project land or any part thereof to view and examine the state and condition thereof.

18.13) That the allottee/s shall indemnify and keep indemnifying the promoter against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non- performance of such obligations given specifically herein to the allottee/s.

18.14) That nothing herein contained shall construe as entitling the allottee/s any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee/s to the developer in this regards.

18.15) That the parking spaces sold to the allottee/s shall be used only for the purposes of parking vehicle.

18.16) The Allottee agrees that in order to avoid inter-se disputes between the unit holders in the scheme/complex the Open / covered Car parking in the scheme/complex can be allotted (which is subject to ratification by the ultimate body as aforesaid) by the Promoter/Owner in building on stilt or in open areas in the project along side building, roads, gardens, compound wall, side margins etc.

18.17) The terrace, garden, open space shall not be closed or covered by the Allottee/s unless the permissions in writing is obtained from the concerned local authority and the Promoter/Owner/Owners or the Co-operative Society / Federation.

19. SPECIFIC COVENANTS:-

19.1) The relation between Promoter/Owner and Allottee/s herein for the transaction in respect of the Said Tenement is seller and buyer respectively and the Promoter/Owner have agreed to sell the Said Tenement on the terms and conditions set forth in this present. The Promoter/Owner herein are constructing the Said Tenement at its own cost and risk and has to deliver the possession in pursuance of this present to the Allottee/s being duly constructed Said Tenement.

19.2) The Allottee/s herein admits and agrees to always admit that, after delivery of possession of the said Said Tenement by the Promoter/Owner to the Allottee/s herein, it will be always presumed that, the Promoter/Owner have discharged and performed all their obligations except formation of proposed society and conveyance as stated hereto before in favour of such society in which the Allottee/s herein will be member in respect of the Said Tenement, under the said agreement and as well as under The Maharashtra Ownership Flats (regulation of the promotion, of the

construction, sale, management and transfer) Act, 1963 and Real Estate (Regulation and Development) Act, 2016 and rules made thereunder. The final Conveyance Deed will be executed within 6 months from the date of receipt of full and final completion certificate from Development Controlling Authority for all the buildings/wings. The Allottee/s herein does not have any claim or grievance of whatsoever nature against the Promoter/Owner.

19.3) After the Promoter/Owner obtaining the completion / occupation certificate in respect of the Said Tenement the Allottee/s shall also execute such other documents such as Supplementary Agreement with Possession, Possession Receipt, Indemnity, Declaration, Undertaking, supplementary agreement etc., as might be required by the Promoter/Owner.

19.4) The Allottee/s is/are hereby prohibited from raising any objection in the matter of sale of flats, Said Tenements being commercial or otherwise in the buildings which are to be constructed on the said land, as well as in amenity space and allotment of exclusive right to use garage, terrace/s, car parking/s, space/s for advertisement or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Allottee/s, by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.

19.5) In the event of the Society for the Said Tenement holder in the buildings which are under construction on the said land being formed and registered before the sale and disposal of all the Said Tenements / units in the building/s which is/are to be constructed on the said land, all the power, authorities and rights of the buyers of the Said Tenements /units in such buildings, shall always be subject to the Promoter/Owner over all right to dispose off unsold Said Tenements and allotment of exclusive right to use terrace/s, space/s for advertisement etc. and all other rights thereto. The Allottee/s or any other Said Tenement holder in the building or ad-hoc committee or Societies as the case may be shall have no right to demand any amount from the Promoter/Owner herein, in respect of the flats/Said Tenements in the buildings, which are to be constructed on the said land, towards the maintenance

charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

19.6) The Promoter/Owner herein by spending huge amount is providing high quality specifications in the Said Tenement and for the buildings which are under construction on the said land which Promoter/Owner herein are constructing, hence Allottee/s / unauthorized persons / any agency shall not disturb the same under any circumstances concealed plumbing, concealed wiring etc. and considering this aspect and have the safety measures Allottee/s are advised not to open this instrument or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Allottee/s nor occupier of the Said Tenement or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the Said Tenement because wires will not take additional load and such act will amount to the breach of condition of this transaction. Similarly after completion of the project and conveyance in the name of society, the such society will have absolute authority to expel the member for the Said Tenement and dispose off such Said Tenement in market and refund the amount paid by the Allottee/s to the Promoter/Owner herein being consideration of the Said Tenement. This condition is the essence of contract and Allottee/s herein undertakes to abide the same.

19.7) The Promoter/Owner herein by spending huge amount has made high quality external elevation for the buildings which are under construction on the said land which Promoter/Owner herein is developing and to have the such external look forever, the Promoter/Owner herein specifically informed to the Allottee/s herein that, any buyer of the any Said Tenement in the building shall and will not entitled to chiezel any external walls and have any additional openings in any manner for any purpose and further shall install cooling equipments if required at the places provided for the same inside the duct and any unit shall not been seen on external elevation. The Allottee/s herein undertake to abide this condition and if any owner or occupier of any Said Tenement in the building committed breach of this condition then, the Promoter/Owner as well as propose society which is to be formed by the Promoter/Owner for the Said Tenement holders in the building which are under

construction under said land which Promoter/Owner herein is developing and its office bearers shall have absolute right and authority to close the such openings if any and recover the cost incurred for the same with interest from the such owner and occupier of the Said Tenement.

19.8) The Promoter/Owner herein have specifically informed the Allottee/s that, Plaster of Paris work, water proofing and anti termite treatment in the project the guarantee stands automatically extinguished for the Said Tenement, if any owner or occupier of such Said Tenement in the building/wing chisel the aforesaid works in any manner. Considering this aspect the Allottee/s herein undertake not to chisel the aforesaid work in any manner, which will cause the reason to cancel the aforesaid guarantee.

19.9) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unsold units or of the said Plot and Building or any part thereof. And all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Promoter/Owner/Owners until the said property and building is transferred to the society/limited company as herein before mentioned which shall be done only after completion and sale of the entire project and thereafter to the society.

20) NAME OF THE PROJECT /BUILDING/S / WING/S:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the promoter herein has decided to have the name of the Project “**Saachi Heights.**” and further erect or affix Promoter’s name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottee/s in the said project /building/s or proposed organization is not entitled to change the name of the aforesaid project.

21) ENTIRE AGREEMENT:- This agreement, along with its schedules and annexure, 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 Tenement/plot/building, as the case may be.

22) RIGHT TO AMEND :-

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

23) SEPARATE ACCOUNT FOR SUM RECEIVED:-

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 federation towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

24) RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee/s hereby agrees to purchase the Said Tenement on the specific understanding that his/her right is to only to use and unless specifically allotted/given vides (limited) common areas/facilities, the use of the common areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottee/s or the maintenance agency appointed by it and performance by the Allottee/s of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the Co-operative Society or federation of Allottee/s from time to time.

25) MEASUREMENT OF CARPET AREA OF SAID TENEMENT:-

The Promoter shall confirm the final carpet area that has been allotted 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 Architect of the Project. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by the Allottee/s within 45 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 the 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 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor / Architect as an expert be appointed mutually to take his expert opinion of measuring the said Tenement and submitting the said details.

26) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE AND SUBSEQUENT ALLOTTEE/S:-

26.1) It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said project shall equally be applicable to and enforceable against any subsequent allottee/s of the Apartment, in case of a transfer, as the said obligations go alongwith the said Tenement for all intents and purposes. That the Allottee/s agree that they shall not object to any easement right that need to be given to any person in and around the said project and shall neither object to any such proceedings of the land acquisition undertaken by a Government Agency including any compensation/ benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee/s to the Promoter for the same; save and except his right to enjoy and use the said tenement purchased by him and any other rights given by the Promoter to the Allottee/s for which consideration has been dispensed.

26.2) It is clearly understood and so agreed by and between the parties hereto, that this agreement is having a legal binding effect upon the legal heirs of the allottee in case of death of allottee. After the issuance of legal heirs certificate from competent authority , promoter is having all liabilities and responsibilities towards the legal heirs as like that of original allottee.

27) REGISTRATION OF THIS AGREEMENT

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

28) PAYMENT OF STAMP DUTY, REGISTRATION FEE AND LEGAL CHARGES:-

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges, legal cost /charges and professional fees etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of the Allottee/s or Association / Society / Apex body i.e organization as may be formed in which the Allottee/s will be the member.

29) WAIVER NOT LIMITATION TO ENFORCE:-

The Promoter may at its sole option and discretion, without prejudice to its rights as set out in this Agreement waive the breach by the Allottee/s in not 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 in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee/s. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

30) 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.

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 in _____ 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 Rahata.

32) NOTICES

All notices to be served on the Allottee/s and if more than one Allottee/s than on the Allottee No.1 as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee or Allottees as the case may be by Registered Post A.D/ notified Email ID /Under Certificate of Posting at their respective addresses specified in the title of this agreement or at the address intimated in writing by the Allottee/s after execution of this Agreement.

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.

33) JOINT ALLOTTEES :-

That in case there are joint Allottee/s, they shall be considered as joint and severable allottee/s for the purpose of these clauses in the agreement and 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/s.

34) 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.

35) DISPUTE RESOLUTION:-

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority or Adjudicating officer appointed under Act as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

36) INVESTMENT CLAUSE:-

Considering Allottee/s herein has purchased the Said Tenement for investment purpose, the Allottee/s herein has paid the stamp to this instrument as per Article 5 (g) (i) of schedule-I Bombay Stamp Act 1958 and entitled to have the benefit towards the payment of the stamp duty provided there under on the transaction of resale/ transfer of the Said Tenement within one years from the date of the execution of these present.

37) STAMP DUTY AND REGISTRATION FEE:-

The Stamp duty amounting to Rs _____/- is affixed hereto on the document value which is more than the market value/Market value of the unit as fixed by the office of the Registrar of Assurances, Pune along with appropriate

registration fees. The Allottee/s herein has paid proper stamp duty along with appropriate registration fees herewith on execution.

SCHEDULE-I
(DESCRIPTION OF THE LAND)

All that piece & parcel land situated at Mouja Umri, Tq. & Dist. Akola within the Limits of Akola Municipal Corporation bearing Field Survey No. 37, which is converted to N.A. Use vide order dt. 18/09/1978 passed in Case No. 6/56/1969-70 and Revenue Case No. 8/2/1960-61 vide order dt. 28/12/1968 in the area popularly known as Toshniwal Layout, out of this Layout Plot No. 81, Nazul Sheet No. 79-80, Nazul Plot No. 1/95 admeasuring 5,000 sq. fts. (464.50 sq. mtrs.) surrounded from –

East - Layout Plot No. 82,

West - Layout Plot No. 80

North - Service Lane,

South - Layout Road

(hereinafter referred to as 'Said Property')

And along with all structures, edifices, trees, etc. if any standing thereon and right to use permissible TDR and have all the buildable potential under whatsoever head, without reserving any rights, things etc.

SCHEDULE-II

A] COMMON AREAS AND FACILITIES:

1. The land described in the First Schedule above (subject to the right of exclusive uses that will be allotted to various units).
2. The footings, RCC structures and main walls of the building.
3. Staircase column and lift in the building/s.
4. Common drainage, water and electrical lines.
5. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.
6. Compound walls, fencing and gates.

7. Car/scooter/cycle parking spaces subject to arrangement to be done by all Allottees among themselves for the sake of orderly use and avoidance of disputes to be got confirmed by the Allottees from the society /association.

B] LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. Balcony adjacent to the flats shall exclusively belong to such respective flats.
3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and sealed on the day month and year first hereinabove written.

I) SIGNED, SEALED AND DELIVERED

by within named the Promoter/Owner

Shri. Vinaykumar S/o Rekhchand Rathi

P. Through its duly By

II) SIGNED, SEALED AND DELIVERED

by within named the

Allottee/s _____

IN THE PRESENCE OF:-

1) Signature _____

Name _____

Address _____

2) Signature _____

Name _____

Address _____

ANNEXURE-1

DETAILS OF THE SAID SAID TENEMENT

Flat No. ____ Floor ____ "____" in the project "**Saachi Heights**". Carpet Area____Sq.mtrs. i.e. ____Sq.ft. being area of the said Said Tenement including Balconies. Consisting of For BHK Said Tenement :- One Living Room with Balcony, One Kitchen with Dry Balcony, One Bedroom with attached Toilet, One Common Toilet. For Two BHK Said Tenement :-One Living Room with Balcony, One Kitchen with Dry Balcony, One Bedroom with attached Toilet, One Bedroom, One Common Toilet.

One Car Parking space having area admeasuring about _____ sq.mtrs. beingNo.____ allotted for the exclusive use of the owner and occupier aforesaid Said Tenement.

DECLARATION

The Allottee/s declare/s that he/she/they has/have read the agreement/got translated the same and fully understood the contents of the agreement and there after same have been executed by all the parties and Allottee/s has/have received the stamped copy of this Agreement.

ANNEXURE-5

(Specifications of the buildings and Said Tenements) Structure • Earthquake resistant RCC Structure • 6" Brickwork for External walls & 6"/4" for internal walls . • Neeru finished plaster for internal walls, sandface plaster for external walls Painting • Oil Bound Distemper to internal walls • Semi Acrylic paint to external walls Kitchen • Black Granite Kitchen platform with Stainless Steel sink • Provision for Water Purifier • Sufficient Electrical Points for Appliances • Provision for Washing Machine in Dry Balcony Flooring • Vitrified 2'x2' flooring tiles in all rooms • Ceramic Tiles for toilets and dry balcony Toilets • Ceramic Tiles dado upto 7 ft. • Good quality concealed plumbing & C.P. fitting 59 Doors • Good Quality laminated doors with standard fittings and plywood door frames with laminate for main door, bedrooms and toilets • MS Safety Door Shutters for Balcony attached to Living Room Windows • Powder coated aluminum sliding windows • Granite /Marble sills for windows • MS Safety grills for windows Electrification • Concealed copper wiring • Adequate electrical points in all rooms • Good Quality Electrical Switches • Provision for the telephone & television point in living room • Provision for the electrical point for inverter, exhaust fan and washing machine • Provision for water heater in bathrooms NOTE :- 1. The aforesaid specifications are general and will be provided in the residential accommodation as suitable in accommodation as per the discretion of the Promoters. 2. Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item which is agreed as aforesaid.