

AGREEMENT FOR SALE

This Agreement for Sale (“Agreement”) executed on this
day of _____ 2023

By and Between

PAFILIA SPACES L.L.P. being a Limited Liability Partnership concern , PAN ABCFP6340D, through its Designated partner, Mr. Shardul Shivajirao Pawar, having its registered address at, Office No. 01, Ground Floor, Nav-Shramdham CHS Ltd, Naupada, Thane- 400602 hereinafter referred to as, hereinafter referred to as the “**PROMOTERS**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors, heirs, survivors, executors, administrators, attorneys/ legal representatives and/or assigns) of the ONE PART.

(Hereto annexed at **Annexure A** are the identity documents of the abovementioned ONE PART)

AND

“**THE ALLOTTEE**” being _____ , Age:
_____ Years, AADHAR NO. _____, PAN NO:-
_____, Having Address at
_____.

(Which expressions shall, unless it be repugnant to the context or, meaning thereof, mean and include his/her/their respective heirs, administrators, legal representatives, assigns, etc.) PARTY OTHER PART;
Hereinafter called the “**ALLOTTEE**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and shall include in the case of an individual or individuals, his or her or their respective heirs, executors, administrators and permitted assigns) of the OTHER PART.

(Hereto annexed at **Annexure B** are the identity documents of the abovementioned ALLOTTEE)
(Promoters and the Allottee hereafter jointly referred to as ‘Said Parties’)

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as “Party”.

a) WHEREAS Mr. Sandeep Sudam Pawar is the absolute owner of the property being non-agricultural land bearing ALL THOSE pieces and parcels of land situated at Thane City, (Panchpakhadi, Thane)

presently identified as and bearing Tikka No. 15, City Survey No. 91B/1, admeasuring 489.51 Sq. meters (referred to as 'said property'). The said property is having Sanyog Building (under Redevelopment) to its North, Madhu-Milind Building to its South, Kanakaditya Society at its East and 6 meter wide TMC Road to its West. That the original CTS No. 91B has been divided into 91B/1 and 91B/2 whereby the CTS No. 91B/2 has been conveyed to the Thane Municipal Corporation for road purpose and that the Owners as well as the promoters are now entitled to cause development over the CTS No. 91B/1. The property card of the said property is annexed hereto at **Annexure C**.

b) WHEREAS the said property had a building by name Sunita Sadan which was a Ground + 2 storey structure and that the same is hereafter referred to as 'said building'. The said building came to be constructed on the said property on/around 1960 and that the Owner was residing in the said building. That the said building was also occupied by certain tenants. The said building along with the said property is more particularly described in the **Schedule A hereunder written**.

c) WHEREAS the said property was originally owned by Dr. Prabhakar Shankar Bhagwat and Shashikant Shankar Bhagwat, and that the said individuals were in the joint use, occupation, and possession of the said property. That the said property came to be purchased by Mrs. Sunita Sudam Pawar (the mother of Owner) from the aforesaid Dr. Prabhakar Shankar Bhagwat and Shashikant Shankar Bhagwat and that the same came to be purchased vide Sale Deed dated 8th May 1959 bearing Registration Number 547 of 1959 which came to be registered before the Sub-Registrar Thane.

d) WHEREAS vide the aforesaid Sales Deed dated 8th May 1959, the said Mrs. Sunita Sudam Pawar came into use, occupation and possession of the suit property. That the Owner's family comprised of his mother being Mrs. Sunita Sudam Pawar, his father being Sudam@Sudamrao Balwantrao Pawar and his two sisters (who are married) Smt. Sanjita Prabhakar Parab and Smt. Shobha Chandrakant Sawant.

e) WHEREAS the parents of the owner jointly executed a Registered Will dated 08/07/1992 bearing Registration Number 4907 of 1992 (Registered at Sub-Registrar of Assurances Thane-1). That vide the said registered will, the said property has been

bequeathed to the said Mr. Sandip Sudam@Sudamrao Pawar post the death of his parents Sudam@Sudamrao Balwantrao Pawar & Smt. Sunita Sudam@Sudamrao Pawar.

f) WHEREAS the said Sudam@Sudamrao Balwantrao Pawar expired as on 15/10/2004 at Criticare Hospital, Thane. The same is recorded in the issued Death Certificate bearing Number C. 115571 as issued by the Thane Municipal Corporation. The said Smt. Sunita Sudam@Sudamrao Pawar expired as on 29/09/2011 at her home at Thane. The same is recorded in the issued Death Certificate bearing Number 0026727 as issued by the Thane Municipal Corporation.

g) That the Owner approached the Court of Civil Judge (S.D.) Thane for grant of Probate of the aforesaid Registered Will dated 08/07/1992 bearing Registration Number 4907 of 1992. That order dated 03/03/2017 as passed in Special Civil Suit No. 439 of 2014. It is evident from the said order that the suit came to be filed for Grant of Probate and that the same was filed before the Civil Judge (S.D.) Thane. The suit property is described in the said order as Survey No. 15, Plot No. 91B, Sheet No. 15, 519.5Sq. Meters. The said order also gives reference to the Suit

Property described in Will as Survey No. 366, Hissa No. 01 Part, City Survey No. 29, Plot No. 91. That vide the said order dated 03/03/2017, Probate came to be granted pertaining to the Registered Will dated 08/07/1992 bearing Registration Number 4907 of 1992 (Registered at Sub-Registrar of Assurances Thane-1) as jointly executed by Sudam@Sudamrao Balwantrao Pawar & Smt. Sunita Sudam@Sudamrao Pawar. It is also evident that during the aforesaid proceedings of Probate, the grant of probate came to be opposed by Smt. Sanjita Prabhakar Parab and Smt. Shobha Chandrakant Sawant.

- h) That the sisters of the Owners had also preferred a Suit against the owner being Regular Suit No. 887 of 2014. The suit was a suit seeking injunction relief pertaining to the property described as Property Bearing Survey No. 66, Hissa No.1 Part, City Survey No. 29, Plot No. 91, City Survey/Sheet No. 15/91, Plot No. 91 having building by name Sunita Sadan. The said sisters being Smt. Sanjita Prabhakar Parab and Smt. Shobha Chandrakant Sawant had also averred that the aforesaid Registered Will was made out of force. The suit came to be dismissed under Order 9 Rule 3 CPC vide order dated 19/12/2018.
- i) WHEREAS the Owner was well entitled to the said property and the said Sunita Sadan being the said building vide the aforesaid orders granting probate to

the Will which was executed by the parents of the owners and that the same is also the case in the light of the proceedings before the Thane Court pertaining to the said property.

- j) WHEREAS the Owner through his Advocate had also issued paper notices calling for objections if any against causing the Development of the said property. The said notices came to be published in the English Newspaper being News Hub dated 28th September 2022. The said notices were also published in Marathi Newspaper being Thane Vaibhav as on 30th September 2022. The said notices called objections against the Proposed Development of the said Property within a period of 15 days from the publication of the said notices. That no objections pertaining to the same were received.
- k) That the said building was an ancient structure and that the same has become weak thereby causing threat to the Owner and the other residents in the said building being certain tenants.
- l) AND WHEREAS due to the aforesaid reasons, the Owner had approached the Promoters to cause Development of the said property so as to cause construction of a new building over the said property.

m) AND WHEREAS by a Development Agreement dated 07/12/2022 (“the said Development Agreement”) duly registered with the Sub-Registrar of Assurance Thane - 2, bearing document number TNN-2-26905-2022, the Owner granted Development Rights with respect to the said property in favour of the Promoters on the terms and conditions more particularly mentioned therein. The Promoters are hence entitled to develop the said property in accordance to the terms and conditions of the said Development Agreement. The Promoters are thus entitled to the sale of the remaining apartments in the new building constructed on the said property. The Promoter has provided to the Allottee inspection of the said Development Agreement.

n) AND WHEREAS the Owner also executed an Irrevocable Power of Attorney duly registered with the Sub-Registrar of Assurance at Thane-2 bearing document number TNN-2-26906-2022, the Owner granted powers in favour of the Promoters to do all acts necessary to cause development of the said property and also to cause sale of Apartments in the new building out of the share that is allotted to the Promoters vide the said Development Agreement.

o) AND WHEREAS in pursuance of the said Development Agreement, the Promoters have

entered upon the said Plot for the purpose of development and commenced the said development process of the new building on the said property. The Promoters have further caused to sanction plans with the Thane Municipal Corporation (TMC) and the said plans have been duly sanctioned by the Asst. Director Town Planning, Thane Municipal Corporation and the said plans bear V.P. No. S2P/0037/2023 TMC/TDD/4443/23. The inspection of the said sanctioned plans is provided to the said Allottee. The said Promoters have also been granted a Commencement Certificate pertaining to construction of the new building on the said property. The said Certificate is dated 14/07/2023 bearing Certificate Number 5365. Hereto annexed at **Annexure D** is the copy of the Commencement Certificate and the plans as sanctioned by the Planning authority.

p) AND WHEREAS while sanctioning the said plans and Commencement Certificate, the concerned authority (TMC) has laid down certain terms, conditions, stipulations, and restrictions which have to be observed and performed by the Promoters while developing the said property.

q) AND WHEREAS the Promoters have appointed M/S Saakaar (through Mr. Sandeep Prabhu) as an

Architect and Epicons as Structural Engineer for the preparation of the structural design and drawing of the building and the Promoters have accepted the professional supervision of the said Architects and Structural Engineers in the completion of the building;

r) AND WHEREAS the Promoters pursuant to the said Development agreement are constructing a building known as “Sunita Heights”, comprising of Stilt plus ground plus eight upper floors together with provisions for parking spaces, open spaces, terraces etc. and other necessary amenities and facilities thereto in accordance to the plans approved or revised or amended by the Corporation for the purpose of selling the same on the terms and conditions as may be deemed fit. Hereafter referred to as ‘new building’.

s) AND WHEREAS the Promoters have completed all the legal formalities with respect to the right, title and interest in respect of the said property on which the new building is to be constructed. The Promoters herein alone have the sole and exclusive right to sell the Apartments in the new building to be constructed by the Promoters on the said property and that the promoters are fully competent to enter into agreement/s with the Allottee/s, lessee, mortgagee, of

the Apartments and to receive the sale price in respect thereof.

t) AND WHEREAS the Promoters have accordingly commenced construction of the said New Building in accordance with the plans as sanctioned by the TMC and that the Promoters have also attained Commencement Certificate which later came to be amended by way of Certificate No. 5465 dated 22/12/2023.

u) AND WHEREAS the Owner has conveyed 29.99 Square Meters of area in favour of the TMC for road widening purpose, the same led to subdivision of plot which came to be divided into CTS Nos. 91B/1 and 91B/2. Wherein the Owners and the Promoters have rights to cause development over CTS No. 91B/1

v) AND WHEREAS the Owners and the Promoters have complete occupation, use and possession of the said land and that the tenants over the said land have been already dealt with in accordance to amicable terms. That the building was occupied by tenants being Mr. Prasad Kamlakar Potnis and Mr. Achyut Govind Pandit. That the said Mr. Prasad Kamlakar Potnis was in occupation of Room No. 6 on the First Floor of the old building. That the said Mr. Achyut Govind Pandit is in use of the Room Nos. 2 and 3 on

the ground floor of the old building. That the said Room Nos. 2 and 3 were admeasuring about 220 square feet carpet each and the said Room No. 6 was admeasuring about 214 square feet carpet. That the rights of the said Achyut Pandit came to be settled by way of execution of Memorandum of Understanding dated 5th June 2023. That the rights of the said Mr. Prasad Kamlakar Potnis came to be surrendered in favour of the Owner by way of Registered Deed of Surrender of Tenancy Rights dated 14th February 2023 having registration number TNN2-3835-2023. That apart from the aforesaid tenants, there are two other individuals who are claiming tenancy rights pertaining to Room No. 01 admeasuring 220 square feet carpet. That the tenancy rights pertaining to the said room are being claimed by on Moushumi Dighe and Seva Poothan. The said individuals are claiming rights of one Hemachandra Deshpande. That a suit being Special Civil Suit No. 429 of 2021 came to be preferred by them before the Civil Judge (SD) Thane against the Owner for claiming tenancy rights to a tenement (Room) existing in the old structure on the said property. That said suit is pertaining to a single tenement and that the same does not in any way encumber the development of the suit property and that the outcome of the suit shall be binding on the Owner.

w) AND WHEREAS the Allottee herein had approached the Promoters seeking to purchase an apartment in the new building being constructed on the said property and that the said Allottee has finalized the purchase of the Apartment mentioned herein.

x) AND WHEREAS the Allottee herein has demanded from the Promoters and the Promoters have given inspection to the Allottee, of all the documents of title relating to the said new building and also the plans, designs and specifications of the said new 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 Promoters herein have requested to the Allottee to carry out independent search by appointing his/her own attorney/advocate and to ask any queries, that he/she has regarding the marketable title and rights and authorities of the Promoters. The Allottee has satisfied himself/herself in respect of marketable title and rights and authorities of the Promoters herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Promoter up and until the conveyance of the said new building and the said land thereunder.

y) AND WHEREAS the copies of Certificate of Title issued by the advocate of the Promoters showing the nature of the title of the Promoter to the said land on which the Apartments are to be constructed have been annexed hereto and marked as **Annexure E**.

z) AND WHEREAS the copy of the proposed layout plan and the proposed new building showing development as disclosed by the Promoter in his registration before the RERA authority and further disclosures on the website as mandated by the RERA Authority have been inspected by the said Allottee.

aa) AND WHEREAS the clear floor plan showing the unit/apartment which is intended to be allocated/sold to the allottee in the new building which is clearly demarcated and marked and which is for the purposes of this agreement the unit stated that the allottee intends to purchase and the allottee shall have the right to claim and the same is marked as **Annexure F**.

bb) AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the

project land and the said new building and that the Promoters have/are abiding by the same.

cc) AND WHEREAS the allottee has agreed to accept the said apartment/unit based on going through all the conditions stated in the sanctioned plans by respective competent authorities and has further confirmed that all such conditions shall be bound and abided by the allottee strictly.

dd) AND WHEREAS the allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority/TMC, has further stated that if any conditions that have been imposed on the said new building which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall not be binding on the allottee and that the allottee shall not hold the developer responsible for the such contrary conditions.

ee)AND WHEREAS the allottee have been informed about the fixtures and fittings that shall be provided by the Promoters and a list of the said fixtures and fittings have been annexed and marked as **Annexure G.**

ff) AND WHEREAS, the Promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 the Real Estate Regulatory Authority at Mumbai, Maharashtra as on _____ under registration no. _____ , the said RERA registration Certificate is annexed as **Annexure H**.

gg) The Promoters have agreed to allot and sell to the Allottee, the said apartment at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

hh) AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/S Saakaar (through Mr. Sandeep Prabhu) and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

ii) AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings

and open spaces are proposed to be provided for on the said project have been annexed hereto as hereabove.

jj) AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked hereabove being the floor plan of the flat/unit to be allotted

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

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

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

nn) AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. _____ on _____ floor in wing situated in the new building.

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

pp) AND WHEAREAS the said apartment to be allotted to the Allottee is also having service yard area admeasuring ____ Sq. meters, Flower bed area admeasuring ____ Sq. meters on the ____ floor and that the said apartment in the said new building bears apartment No. _____. The Promoters have further agreed to allocate Parking Number _____ to the allottee which is in the form of

puzzle parking with a pallet size of 5 meters by 2.10 meters and a vehicle having height of _____ meters.

qq) 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

rr)In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

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

1. The Promoter shall construct the said new building consisting of ground/stilt plus Eight upper floors on the said property in accordance with the plans, designs and specifications as approved by the concerned local authority (TMC) from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations and modifications which may adversely affect the Apartment of the Allottee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. Promoter may also make such minor additions and alterations as may be required by the Allottee.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ having carpet area admeasuring _____ sq. metres on _____ floor in the building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked hereabove for the consideration of Rs_____ inclusive of other costs towards the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith.

1.b. The Allottee/s agrees and understands that timely payment towards purchase of the said Apartment as per payment plan/schedule hereto is the essence of the Agreement. The Allottee has paid on or before execution of this agreement a sum of Rs _____(Rupees _____ only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs (Rupees) in the following manner :-

- i. Rs. _____ being 5% of the consideration amount as advance of the apartment.
- ii. Rs. _____ being 10% of the consideration amount upon entering into Registered Agreement for Sale.
- iii. Rs. _____ being 10% of the consideration amount on the completion of the plinth work.
- iv. Rs. _____ being 5% of the consideration amount on the completion of First slab.
- v. Rs. _____ being 5% of the consideration amount on the completion of Second slab.
- vi. Rs. _____ being 5% of the consideration amount on the completion of Third slab.
- vii. Rs. _____ being 5% of the consideration amount on the completion of Fourth slab.
- viii. Rs. _____ being 10% of the consideration amount on the completion of Fifth slab.

- ix. Rs. _____ being 5% of the consideration amount on the completion of Sixth slab
- x. Rs. _____ being 5% of the consideration amount on the completion of Seventh slab.
- xi. Rs. _____ being 5% of the consideration amount on the completion of Eighth slab.
- xii. Rs. _____ being 10% of the consideration amount on the completion of Ninth slab.
- xiii. Rs. _____ being 5% of the consideration amount on the completion of Bricks work, Plaster, UGWT, OHT, LMR.
- xiv. Rs. _____ being 5% of the consideration amount on the completion of Plumbing, gypsum, tiling work and Electric Work after completion of all of the above.
- xv. Rs. _____ being 5% of the consideration amount on the completion of External Development, Parking, External and Internal Painting & obtaining Occupation Certificate.
- xvi. Rs. _____ being Remaining 5% of the consideration amount at the time of handing over the possession of the said flat.

a. The Total Consideration Price above does not include Registration Fees, Taxes which consists of tax paid or payable by the Promoter by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the said

Project payable by the Promoter up to the date of handing over the possession of the Apartment. The said charges shall be borne by the Allottee and that the same shall be paid to the Promoters.

- b. The Allottee herein agrees that he shall bear the Stamp Duty Charges that amount to Rs. _____ It is agreed that the Allottee shall pay Registration Charges amounting to _____ and that the same are not included in the abovementioned consideration amount.
- c. The Total Price is escalation-free, save and except increases which the Allottee hereby 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification /order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall

only be applicable on subsequent payments. The promoter may charge the allottee separately for any upgradation/ changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottees 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 shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the GST and such other taxes, cesses, charges etc. without any delay along with each instalment.
- e. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price

payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate being State Bank of India highest Marginal Cost of Lending Rate plus two percent, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in accordance to this Agreement

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

- g. **MODE OF PAYMENT:-**

Subject to the terms of the Agreement and the Promoter abiding by the construction

milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of 'PAFILIA SPACES L.L.P.' payable at .

'PAFILIA SPACES L.L.P.'

A/C No.- _____

IFSC-_____

- h. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
- i. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as

the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the building and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (b) herein above. ("Payment Plan").

3. The Promoters hereby declare that the total PERMISSIBLE FSI entitlement available as on date in

respect of the project land is **1747.39** square meters and the total proposed built-up area is **1747.31** square meters. The Promoters have used the complete permissible floor space area available as per UDCPR and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest being State Bank of India highest Marginal Cost of Lending Rate plus two percent, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest being State Bank of India highest Marginal Cost of Lending Rate plus two percent, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount

due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like lift to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'G'**, annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20 . If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

(i) war, civil commotion or act of God or any force majeure condition as stipulated under RERA Act which includes war, flood, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 Failure of Allottee to take Possession of Apartment/
Upon receiving a written intimation from the Promoter as

per clause 7.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and

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

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

9.2 The Promoter shall, within three months of registration of the of the Society, as aforesaid, cause to be transferred to the Society all the right, title and the interest

of the Original Owner and the Promoter in the project land on which the building is constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. 30,000 towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid

deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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

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

(i) Rs. 751/- for share money, application entrance fee of the Co-operative Housing Society

(ii) Rs. 10,000/- for formation and registration of the Co-operative Housing Society. The said amount is inclusive of other legal charges

(iii) The proportionate share of taxes and other charges/levies in respect of the Co-operative Housing Society shall be paid by the Allottee as applicable and the said shall be payable by the said Allottee upon presentation of appropriate receipts by the Promoters.

(iv) Rs. 30,000/- for deposit towards provisional contribution towards outgoings of Co-operative

Housing Society as stated in the abovementioned paragraph 17(d)

(v) Rs.35,000/- for Deposit towards Electric meter and Connection Charges.

(vi) Rs. 12,000/- towards Water Connection Charges.

(vii) Proportional share towards Advance Property Tax.

11. The Allottee shall pay to the Promoter a sum of Rs.10,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement 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;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project

land and said building 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 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 and common areas;

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

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

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

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

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

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

xii. The Promoter shall submit an application to the Registrar for causing registration of Co-operative Housing Society of the association of allottees within a period of three months from the date on which 51% of the total number of allottees have booked their apartments/flats.

xiii. The Promoter also states that he shall cause conveyance of the project land in favour of the Co-Operative Housing Society comprising of the Allottees and that the same shall be done within a period of three months from attainment of Occupation Certificate pertaining to the constructed new building.

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

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

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is

objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any

alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

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

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and

punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

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

xiii. That the parking space allotted to the Allottee shall be only used for parking purposes only and that the Allottee and that the vehicle height of the allottee shall not exceed ____ meters and weight of the vehicle shall not exceed ____ kgs.

xiv. That the Architectural Projections shall not be accessible to Allottees and that the Allottees shall not make

any changes of any nature whatsoever so as to attempt to access the architectural projections.

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

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

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

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

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

22. SEVERABILITY

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

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

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

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Thane .

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance /assignment of lease at the proper registration office of registration within the time limit prescribed by the

Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee

(Allottee's Address) Notified Email ID:

Promoters

PAFILIA SPACES L.L.P.

through its Designated partner, Mr. Shardul Shivajirao Pawar,

having its registered address at, Office No. 01,

Ground Floor, Nav-Shramdham CHS Ltd,

Naupada, Thane- 400602

Notified Email ID: -----

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have

been received by the promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

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

30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be dealt with in accordance to the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time

being in force and the courts will have the jurisdiction for this Agreement

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

First Schedule Above Referred to Description of the freehold/leasehold land and all other details

Second Schedule Above Referred to
Here set out the nature, extent and description of common areas and facilities.

IN WITNESS WHEREOF , both the parties have put their hands and signed on the day month and year above written.

SIGNED, SEALED & DELIVERED)

BEING THE FIRST PART

In Presence of:-

1.

2.

SIGNED, SEALED & DELIVERED

PAFILIA SPACES L.L.P.

Through its designated partner

Mr. Shardul Shivajirao Pawar

BEING THE SECOND PART

In Presence of:-

1.

2.

SCHEDULE A REFERRED TO ABOVE

ALL THOSE pieces and parcels of land situated at Thane City, (Panchpakhadi, Thane) presently identified as and bearing Tikka No. 15, City Survey No. 91B/1, admeasuring **489.51 Sq. meters** (referred to as 'said property').

The said property is having boundaries as follows: -

- a) Having Sanyog Building (under Redevelopment) to its North
- b) Having Madhu-Milind Building to its South
- c) Having Kanakaditya Society to its East
- d) Having 6 meter wide TMC Road to its West.

Schedule B- Amenities in said project/new building

AMENITIES INSIDE THE APARTMENT

- i. Flush door with teak wood frame (Size 6”x 2.5 “) and fittings in steel / brass with chrome finish
- ii. Vitrified flooring (size 2' x 2') in living room and bedroom.
- iii. Anodized / Powder coating aluminum sliding windows (section 25 x 65mm)
- iv. Granite/Artificial Stone Slab Platform to any side with stainless steel sink with Nirali make.
- v. Dado above kitchen platform upto beam bottom
- vi. Concealed Plumbing with all superior quality sanitary fittings (either Jaguar or Plumber)
- vii. Provision for inverter circuits.
- viii. Concealed wiring with ELCB panels.
- ix. Plug point provision for AC in bed rooms & living room & T.V., Telephone, and Cable connection point in living room & sufficient electric point in all rooms.
- x. Miniature Circuit breakers (MCB) Siemens or equivalent for safety.
- xi. Switches adequately provided in every room.
- xii. Ceramic tile flooring in toilets.
- xiii. Ceramic tile dado up to beam bottom in Toilets.
- xiv. Toilet / Bath room doors of Syntex type with granite frames.
- xv. Acrylic paint on internal walls with gypsum wall finish

COMMON AMENITIES

- i. Decorative entrance lobby.
- ii. Paver tiles in open spaces around & within the building for stilt area.
- iii. Lift as per Architect specifications.
- iv. C.C. T.V. surveillance system for Ground floor only.
- v. Power back-up for passenger lift.
- vi. Rain water harvesting & fire fighting system (as applicable)
- vii. Earthquake resistance R.C.C. design
- viii. External paint (Textured Paint)

LIST OF ANNEXURES-

Annexure A- Identity Documents of SPACES L.L.P.

Annexure B- Identity Documents of Allottee

Annexure C- Copy of Property card of Property

Annexure D- copy of the **Commencement Certificate and the plans as sanctioned by the Planning authority**

Annexure E - Copy of Title Certificate

Annexure F-Copy of Floor Plan of the Flat to be Allotted

Annexure G- List of Fixtures and Fittings

Annexure H- Copy of RERA Registration Certificate