AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at ____, this_____day of_____, 202___

BETWEEN,

M/S FESTIVE EXPRESS SERVICES PVT LTD (PAN no. AACCF5055B), a Private Limited Company, duly incorporated under the provisions of Companies Act,2013, having their registered office at Plot No.D-227,TTC industrial Area Shira vane MIDC, Nerul Navi Mumbai 400706, through its authorized directors **MR.DEVJI VAGHJI PATEL & MR. DEVANG DEVJI PATEL,** hereinafter referred to as the **"PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partners for the time being of the said firm the survivor(s) of them and the heirs, executors, administrators and assigns of the last surviving partner) of the **ONE PART.**

AND

Mr. Mrs. M/s. _____of Mumbai Navi / Mumbai, Indian Inhabitant, PAN NO _____)(Aadhar no. ____) Residing at _____ hereinafter referred to as "**THE PURCHASER/S/ ALLOTTEE/S**" [which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, administrators and permitted assigns] of the **OTHER PART**:

[*OR*]

[*If the Purchaser/Allottee is a Company*]

_____, (CIN no._____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at_____ shall unless repugnant to the context or meaning thereof bedeemed to mean and include its successor-in-interest, executors, administrators and permittedassignees) of the **OTHER PART**.

[*OR*]

[*If the Purchaser/Allottee is a Partnership*]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at_____, (PAN____ or meaning thereof bedeemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **OTHER PART.**

[*OR*]

[*If the Purchaser/Allottee is a HUF*]

Mr._____**,** (Aadhar no._____) son of_____aged abo

/ALLOTTEE/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assignsas well as the members of the said HUF, their heirs, executors, administrators, successors-in- interest and permitted assignees) of the **OTHER PART**.

AND WHEREAS:-

1. The City and Industrial Development Corporation of Maharashtra Ltd., is GovernmentCompany within the meaning of the Companies Act, 1956, (hereinafter referred to as "The Corporation/CIDCO Ltd") having its registered office at "Nirmal", 2nd floor, Nariman Point,

Mumbai - 400 021. The Corporation has been declared as a New Town Development Authority, under the provisions of sub sec. (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966 hereinafter referred to as 'the said Act') for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers of the area designated as Site for New Town under sub-section (1) of Section 113 of the said Act.

2. The State Government has acquired lands within the designated area of Navi Mumbai and vested the same in the Corporation by an order duly made on that behalf as per the provisions of Sec.113 of the said Act.

3. By virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

4. By and under Agreement to Lease dated 03-04-1995 (First Principal Agreement) executed between the "City & Industrial Development Corporation of Maharashtra limited" (hereinafter referred to as the Corporation) of the One Part and M/s. Twin City Enterprises (hereinafter referred to as the Original Licensee) a partnership firm registered under the Indian Partnership Act, 1932, through their Partners 1. Shri Govind H. Advani 2. Shri Gobind P. Bhatia in respect to Plot No.187 of the Other Part, in consideration of an amount of lease premium sum of Rs. 82,38,751.60/- (Rupees Eighty Two Lakh Thirty Eight Thousand Seven Hundred and Fifty One and Sixty Paisa Only) paid by the Original Licensee to the Corporation, the Corporation agreed to grant on lease to the said Original Licensee and the original Licensee agreed to take on lease from the

Corporation all that piece and parcel of land, bearing Plot No.187, admeasuring area about 379.596 square meters, situates at Sector -21, Nerul, Navi Mumbai, with FSI 1.00 (one) for the purpose of developing the same for Residential purpose only on such terms and conditions as contained therein (hereinafter referred to as the said 'First Plot').

5. By an Agreement to Lease dated 03-04-1995 (Second Principal Agreement) executed between the "City & Industrial Development Corporation of Maharashtra limited" (therein also referred to as the Corporation) of the One Part and the said Original Licensee, in consideration of an amount of lease premium sum of Rs. 76,31,994.60/- (Rupees Seventy Six Lakhs Thirty One Thousand Nine Hundred Ninety Four and Sixty Paisa Only) paid by the Original Licensee to the Corporation, the Corporation agreed to grant on lease to the Original Licensee and the Original Licensee agreed to take on lease from the Corporation all that piece and parcel of land, bearing Plot No. 188, admeasuring area about 351.640 square meters, situate Sector – 21 Nerul, Navi Mumbai with FSI 1.00 (one) for the purpose of developing the same for Residential purpose only on such terms and conditions as contained therein (hereinafter referred to as the said 'Second Plot').

6. By an Agreement to Lease dated 03-04-1995 (Third Principal Agreement) executed between the "City & Industrial Development Corporation of Maharashtra limited" (therein also referred to as the Corporation) of the One Part and the said M/s. Twin City Enterprises, in consideration of an amount of lease premium sum of Rs. 78,02,783.35/- (Rupees seventy Eight Lakhs Two Thousand Seven Hundred Eighty Three and Thirty Five Paisa Only) paid by the Original Licensee to the Corporation , the Corporation agreed to

take on lease from the Corporation all that piece and parcel of land, bearing Plot No. 195, admeasuring area about 359.509 square meters, situate at Sector – 21, Nerul , Navi Mumbai, with FSI 1.00 (one) for the purpose of developing the same for Residential purpose only on such terms and conditions as contained therein (hereinafter referred to as the said 'Third Plot').

7. By an Agreement to Lease dated 03-04-1995 (Fourth Principal Agreement) executed between the "City & Industrial Development Corporation of Maharashtra limited" (herein also referred to as the Corporation") of the One Part and the said Original Licensee, in consideration of an amount of lease premium sum of Rs. 84,58,569.70/-(Rupees Eighty Four Lakhs Fifty Eight thousand Five hundred Sixty Nine and Seventy Paisa only) paid by the Original Licensee to the Corporation, the Corporation agreed to grant on lease to the Original Licensee to the Original Licensee agreed to take on lease from the corporation all that piece and parcel of land, bearing Plot No. 196, admeasuring area about 389.724 square meters, situate Sector- 21, Nerul, Navi Mumbai, with FSI 1.00(one) for the purpose of developing the same for Residential purpose only on such terms and conditions as contained therein(hereinafter referred to as the said "Fourth Plot"). **The copies of the said Agreement to Lease dated 03-04-1995 for Plot nos. 187, 188, 195 and 196 are hereto annexed and marked as Annexure- "A-Colly".**

8. Upon the request of the said Original Licensees, CIDCO Ltd. transferred the said First, Second, Third and Fourth Plot in the name of M/s. Humphreys & Glasgow Consultants Private Limited) as per the following orders:

8.1 CIDCO's letter no. CIDCO/EMS/EO/AEO(I)/95/577 dated 26.04.1995, whereby the said First Plot No. 187 transferred in the

name of the Assignors on payment of Transfer Charge of Rs. 10,000/- (Rupees Ten Thousand Only) upon such terms and conditions as mentioned therein.

8.2 CIDCO's letter no. CIDCO/EMS/EO/AEO(I)/95/578 dated 26.04.1995, whereby the said Second Plot No. 188 transferred in the name of the Assignors on payment of Transfer Charge of Rs. 10,000/- (Rupees Ten Thousand Only) upon such terms and conditions as mentioned therein.

8.3 CIDCO's letter no. CIDCO/EMS/EO/AEO(I)/95/576 dated 26.04.1995, whereby the said Second Plot No. 195 transferred in the name of the M/s. Twin City Enterprises on payment of Transfer Charge of Rs. 10,000/- (Rupees Ten Thousand Only) upon such terms and conditions as mentioned therein.

8.4 CIDCO's letter no. CIDCO/EMS/EO/AEO(I)/95/579 dated 26.04.1995, whereby the said Second Plot No. 196 transferred in the name of the Assignors on payment of Transfer Charge of Rs. 10,000/- (Rupees Ten Thousand Only) upon such terms and conditions as mentioned therein.

9. Thereafter, vide four Tripartite Agreements, all dated 30th May 1995, executed by and between CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA Ltd. (herein also referred to as "THE Corporation" of the One Part and M/s. Twin City Enterprises of the Second part and M/s. Humphreys & Glasgow Consultants Private Limited of the third part as the New Licensees, and M/s. Twin City Enterprises transferred their rights, interest and benefits in respect of Plot No. 187, admeasuring area about 379.596 Sq. Mtrs, Plot No. 188 admeasuring area about 351.640 Sq. Mtrs, Plot No. 195 admeasuring area about 359.509 Sq. Mtrs. and Plot No. 196 admeasuring area about 389.724 Sq. Mtrs. to M/s. Humphreys & Glasgow Consultants Private

Limited herein, upon such terms and conditions as contained in the said Tripartite Agreements.

10. This Memorandum of Understanding dated 24.01.1995 between M/s. Twin City Enterprises as party of the one part and M/s. Humphreys & Glasgow Consultants Pvt. Ltd. for the terms and conditions mentioned therein.

11. M/s. Humpreys & Glasgow Consultants has erected Residential Building as per the approved plan and Commencement Certificate bearing Ref No: NMMC/D-2/TPO/BP/2755/P, dated 1st November 1995 of NMMC, on the said plots of land and thereafter obtained Occupancy Certificate from Addl. Town Planning Officer NMMC vide letter no. NMMC/D-2/TPO/BP/2755/P dated 1st November 1995 for Residential BUA = 1475.26 Sq. mts. Navi Mumbai Municipal Corporation (NMMC) has granted development permission and Occupancy Certificate.

12. Further, CIDCO Ltd, by a Lease Deed dated 29th May, 1998, at CBD Belapur, Navi Mumbai accepted M/s. Humphreys & Glasgow Consultants Limited) as the New Licensees and transferred the said Scheduled property, the Corporation agreed to grant on lease deed to licensee to take on lease from the corporation, the peace and parcel of land bearing Plot No. ***187, 188, 195 & 196***, admeasuring area about 1480.469 Sector-21, Village- Nerul, Taluka and District - Thane, with FSI 1.00 (one) for Residential use in which total consideration of the sum of Rs. 3,21,32,099.25/- and herein upon such terms and conditions as mentioned therein. The said Lease Deed is registered with the Sub-Registrar of Assurances under Serial No. TNN3/2654/1998 dated 04.06.1998.

13. M/s. Humphreys & Glasgow Consultants Limited have constructed a building comprising of residential apartments on the said First plot,

Second plot, Third plot and the Fourth plot in accordance with the building plans duly sanctioned by the appropriate authority and post completion of the buildings , Navi Mumbai Municipal Corporation (NMMC) has duly granted the Occupancy Certificate in respect of the Building constructed thereon vide its letters dated 10th February , 1998 having aggregate constructed area of 1475.26 square meters (built-up area) consisting of 25 apartments thereon.

14. On the request of the M/s. Humphreys & Glasgow Consultants Limited herein, CIDCO vide its letter no. CIDCO/M(TS-I)/2021/405 dated 02.12.2021, approved and permitted the amalgamation of Plot No. 187,188,195& 196 total admeasuring area about 1480.469 Sq.Mtrs on recovery of the administrative charges of Rs. 3,00,000/- (Excluding GST) ,upon such terms and conditions as mentioned therein.

15. M/s. Humphreys & Glasgow Consultants Limited/ Jacobs H & G Private Limited have informed M/s. Festive Express Services Private Limited and they are aware that from the date of inception till the date of execution hereof, the name of the M/s. Humphreys & Glasgow Consultants Limited/ Jacobs H & G Private Limited Firm has been changed several times and all the said changes have been duly notified by Ministry of Corporate Affairs. The details of name change of the firm M/s Humphreys & Glasgow Consultants Limited are as follows:

15.1 The name of Humphreys and Glasgow consultants Private Limited was changed to Humphreys and Glasgow consultants Limited with effect from day 12th of December, 1997 and said changes were inserted in Certificate of Incorporation by Registrar of Companies Mumbai, Maharashtra.

15.2 The name of Humphreys and Glasgow consultants Private Limited was changed to Jacobs H & G Private Limited with

effect from 28th day October, 1998 and fresh Certificate of Incorporation consequent upon change of name was issued by the Registrar of Companies Mumbai Maharashtra.

15.3 The said name of Jacobs H & G Private Limited was changed to Jacobs Engineering India Private Limited with effect from 20th day of December, 2006 and fresh Certificate of Incorporation consequent upon change of name was issued by the Registrar of Companies Mumbai, Maharashtra.

15.4 Jacobs Engineering India Private Limited (JEIPL) is a party to a composite scheme of arrangement amongst Consulting Engineering Services (India) Private Limited, HGC Constructors Private Limited (HGCC), JEIPL and their respective shareholders, for demerger inter alia of buildings, infrastructure and advanced facilities projects business divisions of JEIPL ("BIAF Division") in to HGCC (Scheme).

The Scheme has been approved by the Hon'ble National Company Law Tribunal, Mumbai Bench vide order dated 8th August 2019 in the Company Application (CAA) No. 2149 of 2019 and the National Company Law Tribunal, Chandigarh Bench vide order in the Company Application (CAA) No.22/Chd/Hry/2019("Orders").

16. Pursuant to the Scheme, the BIAF Division would be demerged in to HGCC. Since the scheduled property form part of the IBAF Division, the Ownership shall be assigned and transferred to HGCC, in terms of the Scheme.

17. Thereafter the name of HGC Constructors Pvt Ltd (HGCC) was changed to Jacobs Solutions India Pvt Ltd (JSIPL) herein with effect from 11th August 2021 and Fresh Certificate of Incorporation consequent upon change of name was issued by the Registrar of

Companies, Mumbai, Mumbai, and Maharashtra. Further, Corporation has taken on record the said name change to Jacobs Solutions India Pvt Ltd (JSIPL) vide its letter No. CIDCO/Estate-1/2022 dated 25.01.2022.

18. Accordingly Jacobs Solutions India Private Limited by their application applied to the CIDCO Ltd. for its permission to transfer and assign the said Scheduled Property in favour of the M/S. FESTIVE EXPRESS SERVICES PVT. LTD. pursuant to the said Application of Jacobs Solutions India Private Limited herein and upon receipt of the transfer charges amounting to Rs. 4, 28,104/- (Rupees Four Lakh Twenty-Eight Thousand and One Hundred and Four Only) including 18% GST i.e Rs.65, 304/-, CIDCO Ltd. By its Letter No. CIDO/ESTATE-1/2021/8000131211 date 09.02.2022, granted its permission to transfer the said Scheduled property in favour of the M/S. FESTIVE EXPRESS SERVICES PVT LTD upon such terms and conditions as mentioned therein.

19. Deed of Assignment Cum Transfer between JACOBS SOLUTIONS INDIA dated 27.03.2022 PRIVATE LIMITED hereinafter referred to as the "ASSIGNORS/ TRANSFERORS" and M/S. FESTIVE EXPRESS SERVICES PRIVATE LIMITED a private limited company duly incorporated under the provisions of the Companies Act, 2013, through its directors Mr. Devang Devji Patel. Herein after referred to as the TRANSFEREES/ ASSIGNEES the party of the other part for a consideration and on the terms and conditions mentioned therein and the same is duly registered with Joint Sub Registrar of Assurances, Thane No.6 at serial No.5284/2022.

20. The CIDCO Ltd has accepted the Promoter's tender/ Offer and by Vide Final Transfer order in favour of M/S. FESTIVE EXPRESS SERVICES PRIVATE LIMITED by letter No.-CIDCO/ESTATE-

1/2021/8000131211. Whereas upon the request of M/S. JACOBS SOLUTIONS INDIA PVT. LTD., upon the payment of transfer charges amounting to Rs. 3, 62,800/-plus 18% GST the said plots being Plot. Nos.187, 188, 195 & 196 situated at Sector-21, Village- Nerul, Taluka and District -Thane, Maharashtra-400 706, aggregately admeasuring area 1480.469 Square Meters or thereabouts for Residential purpose only on the terms and conditions and for the lease premium as contained in the said Allotment Letter was transferred in the name of M/S. FESTIVE EXPRESS SERVICES by Letter No. CIDCO/ESTATE-1/2021/8000131211 dated 02, 05.2022 herein after referred to as the New Lessee.

21. Thereafter, Modified Agreement dated 12th May,2022, executed between City & Industrial Development Corporation of Maharashtra limited hereinafter referred to as the "Corporation" and M/S. FESTIVE EXPRESS SERVICES PRIVATE LIMITED, a Private Limited Company duly registered under the provision of Companies Act,2013, herein after referred to as" THE NEW LESSEE", the CIDCO Ltd. has granted the Promoters herein license to enter upon all that pieces and parcel of land known as Plot No.187, 188, 195 & 196, Sector-21, Nerul, Navi Mumbai hereinafter referred to as the said plot) and which is more particularly described in the First Schedule hereunder written for such lease premium and upon such terms and conditions as mentioned in the said Modified Agreement and upon covenants mentioned therein for a period of 60 years with a right to develop the same as permissible under General Development Control Regulations for New Bombay, 1975 on the terms and conditions mentioned therein. The said Modified Agreement is duly registered with Joint Sub Registrar of Assurances, Thane No.11 at No.6939/2022. **The copy**

of the said Modified Agreement dated 12th May, 2022, is annexed hereto and marked as Annexure-"B".

22. Vide its letter dated 16th June 2022 from Town Planning Authority Navi Mumbai Municipal Corporation granted permission to M/s Festive Express Services Pvt Ltd to evict the existing building structure at Plot nos. 187, 188, 195 &196.The CIDCO ltd vide its letter dated 6th October 2022 CIDCO/M (TS-I)/EO (I)/2022/385, granted NOC for demolition of structure and reconstruction of the building in respect of said plots. The copy of the said order dated 6th October 2022 is annexed hereto and marked as **Annexure-" B-Colly"**

23. Pursuant thereto, the Promoters herein are well and sufficiently entitled to develop the said plot as per the building plans sanctioned by the concerned authority and as per the terms and conditions of the aforesaid agreements of the said plots.

24. The Promoters, through their Architects, '**M/S ACUBE ARCHITECTS'**, having their office address at Plot no 8, 1204, 12th floor, Ellora Fiesta, Dr. B R Ambedkar Marg, Sector 11, Juinagar, Navi Mumbai, Maharashtra 400705, have prepared and submitted to the NMMC and other authorities the building plans, specifications and designs for the said plots by initially utilizing permissible FSI of 2.40 and ancillary FSI 60% , by proposing to reconstruct Residential Building on the said plots. (Hereinafter referred to as "the said entire layout"). The NMMC had sanctioned the building plans, specifications and designs submitted by the Promoters and granted its Development permission / Commencement Certificate, vide its letter dated 17th February 2023 having referenceno. □□ .□□□. न □□ म □□ ./न र □□ ./□□ .प /५७३/२०२३, NO.NMMC/TPO/BP/573/2023 to construct Residential Building i.e. Plot Area=1480.469 sq mtrs, as per

UDCPR Basic FSI permissible (as per Reg.No.10.10.1(a) & Table 6G Max. Building Potential on Plot including in situ FSI=2.40, and ancillary FSI (60%) accordingly Permissible Built Up Area =5685 Sq meters, Proposed built up area - 5602.30 Square Meters Residential Building, Number of unit-Resi=19(Stilt +11Floors). The Copy of the said Commencement Certificate dated 17th February 2023, is annexed and marked as **Annexure '' C".**

25. Accordingly, the Promoters have obtained the NOC from Airports Authority of India dated 28-09-2021 for height clearance in respect of the said Project in accordance with the terms and condition as mentioned therein.

26. The Promoters have also appointed **"EQUICOM STRUCTURAL CONSULTANCY"** as RCC Consultants and have entered into standard Agreement for carrying out the construction of the said Building and also have entered into standard agreement with the Architect for preparing plans of the said Building.

27. The said plots are earmarked for the purpose of building a Residential Project having residential area consisting of Ground Floor + 11th upper floors and 11th floor as recreational floor in the said Project shall be known as **"SHREEJI DIOS"** (hereinafter referred to as the said Building/ Project).

28. The Promoters have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at **MUMBAI** on **0 /0 /2024** under registration no.___ An authenticated copy in respect thereof is annexed hereto and marked as **Annexure "D"**.

29. In the above circumstances, the Promoters, being the New Lessee in

respect of the said plots, are entitled to develop the said plots by constructing Building as per the building plans sanctioned by the concerned authority.

30. Thereafter, by a Deed of Mortgage dated 1.3.2023 executed between Aditya Birla Finance Ltd and the Promoters herein, the Promoters herein have availed Loan from the said Bank by mortgaging the said plot upon such terms and conditions as mentioned therein. The said Deed of Mortgage is registered with Sub Registrar of Assurances under Serial No. 3609/2023 dated 1.3.2023.

31. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said Plots by constructing building to be used for Residential purpose and as per the sanctioned plans, with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned local bodies and/or authorities. The Schedule of the said development will also be determined by the Promoters, at their own discretion.

32. The Purchaser/s has/ have seen the approved plans as prepared by the Architect and the Purchaser/s is/are aware that the Promoters may change the said building plans from timeto time and/or as may be required by the NMMC and / or all other concerned authorities whilegiving the approval to the same and/or at any time and from time to time thereafter. A Layout Plan of the said plot is annexed hereto and marked as **Annexure "E"**.

33. The Promoters have now commenced with the construction of the Building on the saidPlots in accordance with the sanctioned plans as per Commencement Certificate dated 17th February 2023 and upon

obtaining the height clearance. The Promoters shall continue the development of the said plots in accordance with such further development permission and CommencementCertificate. As per the terms & conditions of the said Agreement to Lease, Modified Agreement the Promoters are desirous of selling premises/flats in the said proposed Building Project which is intended to be named as " **SHREEJI DIOS**" or such name as the Promoters may decide. The Purchaser/s has/ have, after understanding the manner in which the development of the said plot shall be completed by the Promoters, agreed to purchase from the Promoters a Flat in the said Project for such consideration and upon such terms and conditions as appearing hereinafter.

34. The Report on Title issued by **Advocate Ahmad Ali Khan, Advocate High Court** has been seen and inspected by the Purchaser/s and a copy thereof has been annexed hereto and marked as **Annexure "F"**.

35. The Purchaser/s has/ have, also prior to the execution of this Agreement, for himself / herself satisfied about the right and title of the Promoters to the said Plots, the right of the Promoters to develop the said Plots and to construct the said proposed Building on the said Plots more particularly described in the First Schedule hereunder written. The Purchaser/s by virtue of his having executed this Agreement, is deemed to have acceptedthe title of the Promoters to the said plot as clear & marketable & free from all encumbrances and no further requisition or objection shall be raised upon it in any matter relating thereto.

36. The Purchaser/s has/ have demanded and the Promoters have given to the Purchaser/sinspection of the following documents:-

A. (i) Agreement to Lease dated 3rd April, 1995

(ii) Modified Agreement dated 12th May, 2022.

(iii) CIDCO's Allotment Letter dated.

(iv) Commencement Certificate dated 17th February 2023

(v) RERA Registration Certificate of the project.

(vi) Airport Authority NOC dated28-09-2021.

(vii) Entire Layout plan of the said plots.

(viii) Report on Title issued by Mr. Ahmad Ali Khan , Advocate High Court.

(ix) Deed of Mortgage dated 1.3.2023.

(x) All other relevant documents, letters, papers and writings referred to herein.

B. All plans sanctioned by the NMMC and other authorities, the designs, specifications etc., submitted to NMMC., and other authorities as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under, including the Commencement Certificate dated 17th February 2023.

C. The Purchaser/s has / has examined the foregoing Agreements and relevant documents, letters, papers and writings inspection of which, the Promoters have given to him/her / them and get him/her / them satisfied.

37. On satisfying himself/herself about the plans and other terms and conditions including the Title, the Purchaser/s hereby agree/s to

purchase Flat No._____on the_____Floor, admeasuring_____ Square meters (RERA Carpet Area) or thereabouts in the Project /Building known as **" SHREEJI DIOS"** to be constructed on the said plots (hereinafter referred to as the said Premises/Flat and which is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs._/(Rupees_____Only). The Typical Floor Plan of the said Premises is annexed hereto & marked as **Annexure "G"**. This carpet area is inclusive of unfinished wall surface with bear shell condition in the Building on the said Plots being constructed thereof.

38. The promoters have further represented that as per the sanction building plans, NMMC has sanctioned certain addition areas as permitted under UDCPR. The Certificate of the architect detailing the said additional areas is annexed herein above. The promoters have paid necessary premium/charges to the NMMC for getting of the sanction of the said additional areas from the NMMC. The aforesaid additional areas are fused to the said premises. However, the promoter have not charged any additional consideration for the additional areas from the purchasers.

39. The Purchaser/s has / have seen and approved the Building and floor plan, and have understood the nature and quality of construction and fittings, fixtures, facilities and amenities to be provided in the said premises as per the general specifications and amenities to be provided in the said premises as set out in the **Annexure-J "** annexed hereto.

40. 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.

41. Both the Promoters and the Purchaser/s hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

42. Now both the parties are desirous of recording the terms and conditions of these presents so reached between them.

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THEPARTIES HERETO AS UNDER:

1) <u>ACT AND RULES GOVERNING THE AGREEMENT</u>:

This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (RERA) or any amendment therein or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time and the rules framed there under. Under the provisions contained in the Real Estate (Regulation and Development) Act, 2016, the Promoters are the Promoters and all referencesherein shall be read and construed accordingly. The said Real Estate (Regulation and Development) Act, 2016 shall be hereinafter referred to as the "Act" and the Rules framed there under shall be referred to as the "Rules".

2) <u>INSPECTION OF DOCUMENTS AND SITE VISIT:</u>

The Purchaser/s has / have taken inspection of the Agreements, Sanctioned Plans, and otherrelevant documents required to be given by the Promoters/s under the provisions of the Real Estate (Regulation and Development) Act, 2016 in respect of the said plot

and the Purchaser/s has / have visited the site of construction and made himself /herself /themselves familiar with the terms and conditions imposed by the NMMC and other relevant authorities. The Purchaser/s binds himself/herself/themselves to adhere with terms and conditions of the all documents / correspondence with NMMC/ other concerned authorities. All the liabilities pertaining to the above shall be borne and paid by the Purchaser/s as and when demanded by the NMMC/ other concerned authorities or the Promoters. The purchasers has/have, prior to execution of this agreement satisfied himself/herself/themselves about the title of the promoters to the said plots/properties described in the First Schedule here under mentioned and the purchasers shall not be entitled to further investigate, the title of the promoters and no requisitions or objections shall be raised on any matter relating thereto.

3) <u>ADDITIONS AND ALTERATION:</u>

The Promoters shall under normal conditions construct building on the said plots in accordance with the said plans and specifications duly approved and sanctioned by the NMMC and other concerned authorities. **It is agreed that the Promoters shall, save as permissible under the Act and the Rules, not make any additions and alterations in the sanctioned plans, layout plans in respect of the said premises, plots or building, as the case may be, without the previous written consent of the Purchaser(s) / Allottee(s). Provided however, in case if any change, addition, alteration in the layout plans are required by the sanctioning Authority then such additions, alteration, shall be carried out by obtaining prior consent in writing from the Purchaser(s) / Allottee(s) and the Purchaser(s) / Allottee(s) in respect of variations or modifications**

which may adversely affect the Apartment of the Allotee.Except provided further that the Promoters may make such minor additions or alterations as may be required by NMMC/ other concerned Authorities as per the provisions of the Real Estate (Regulation And Development) Act, 2016 or any other act, statute or law governing the development of the said Plot. The Promoters shall keep the said revised plans and specifications at the office of the Promoters for inspection of the Purchaser/s.

4) <u>SALE OF PREMISES/FLATS AND PAYMENT CONDITIONS:</u>

a) The Purchaser/s hereby agree/s to purchase Flat No. on the _____Floor_____,admeasuring about _____Square meters or thereabouts (RERA Carpet Area) in the Building/ Project known as "**SHREEJI DIOS**" consisting of stack parking plus 11 floors which is to be constructed on the said plots and *pro rata* share in the common areas [("**Common Areas**") as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of Rs._____/- (Rupees _____Only) including one stack parking. The said premises is forming the part of the said promoters entitlement, hence the promoters have full right and absolute authority to sell the said premises to the purchasers and as mutually discussed and agreed between the Promoters and the Purchaser/s, the said total consideration shall be paid

by the Purchaser/s to the Promoters as per the Payment Schedule annexed hereto & marked as **ANNEXURE "I"** (Time being essence of the contract). The above consideration does not include various other charges, expenses more particularly mentioned in this Agreement and the same shall be paid by the Purchaser/s over and above the consideration mentioned hereinon their respective due dates.

b) The said total consideration excludes Taxes [consisting of tax paid or payable by the Promoters by way of Value Added Tax, LBT, Service Tax, and Cess, GST or any other similar taxes which may be levied, in connection with the purchase of the said premises and construction of the Project payable by the Promoters] payable in accordance with the rules, regulations and notifications applicable at the relevant time up to the date of handing over the possession of the said premises. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser(s) / Allottee(s) to the Promoters shall be increased/reduced based on such change / modification.

c) The Promoters have further represented that as per the sanctioned Building plans, NMMC has sanctioned certain additional areas as permitted under GDCR. The Certificate of the Architect detailing the said additional areas is annexed hereto and marked as **Annexure "H**". The Promoters have paid necessary premium / charges to the NMMC for getting the

sanction of the said additional areas from the NMMC. The aforesaid additional areas are fused to the said premises. However, the Promoters have not charged any additional consideration for the aforesaid additional areas from the Purchaser/s. The Certificate issued by the Architect certifying the said carpet area and the said additional area sanctioned by the NMMC as mentioned herein above shall be final and binding on the parties hereto.**The Promoter shall confirm the final carpet area that has been allotted to the Allotee 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 the Allotee within forty-five days with annual interest at the rate specified in the Rules, from the date when such excess amount was paid by the Allotee.If there is any increase in the carpet area allotted to Allotee, the Promoter shall demand additional amount from the Allottee asa per the next milestone of the Payment Plan as mentioned in Payment Schedule at Annexure-I.All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 4(a) of this Agreement.**

d) The Promoters shall periodically intimate to the Purchaser(s) / Allottee(s), the amount payable as stated in Clause 4(a) above and the Purchaser(s) / Allottee(s) shall make paymentwithin 15 (fifteen) days from the date of such written intimation. In addition, the Promoters shall provide to the Purchaser(s) / Allottee(s) the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes / levies etc. have beenimposed or become effective.

e) The said total consideration is mutually agreed and subject to such increases which are due to increase on account of development charges or any other charges, deposits, fees, etc. payable to the competent authority and/or any other increase in Taxes, Charges, Cess which may be levied or imposed by the competent authority from time to time. The Promoters agreesthat while raising a demand on the Purchaser(s) / Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued tothe Purchaser(s) / Allottee(s), which shall only be applicable on subsequent payments.

f) The Carpet area of the said premises is in accordance with the definition of the Carpet area as per the Real Estate (Regulation and Development) Act, 2016. Further, the Promoters have informed the Purchaser/s

and the Purchaser/s is/are aware that the carpet area mentioned in this Agreement is on the basis of unfinished internal wall surface, area under RCC Column and shear wall and other such structural members of the premises and the carpetarea of the said premises upon completion shall include the plastering on the Wall, POP, if any,the areas under the wall and under RCC columns, shear walls and other structural members. Therefore, the Promoters have informed the Purchaser/s and the Purchaser/s is aware that there is likelihood that there can be some discrepancy in the Carpet area mentioned in this Agreement and the carpet area of the said premises upon completion. The Certificate issued by the Architect certifying the above area shall be final and binding on the parties. The Purchaser/s hereby agree, declare, confirm and undertake not to raise any objection, claim dispute regarding such discrepancy in respect of the said carpet area. **Annexure-A of Rule 10(1) of the Rules are not permitted to be modified and are considered by the Authority as non negotiable which are as follows:The Promoters shall confirm the final carpet area that has been allotted to the Purchaser(s) / Allottee(s) after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area within the defined limit, the total price payable for the carpet area shall be recalculated upon receiving the net carpet area**

statement for the said Premises from the Project Architect. In case there is any reduction in carpet area, subject to the permissible variation cap, then Promoters shall refund the excess money paid by Purchaser(s)/ Allottee(s) within the time prescribed in law with annual interest at the rate specified in the Rules and if there is any increase in the carpet area allotted to Purchaser(s) / Allottee(s), the Promoters shall demand the increased consideration from the Purchaser(s) / Allottee(s) in the immediate next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 4 (a) hereunder. Without prejudice to the right of promoter to charge intereset in terms of clause 4.1 above, on the Allotee commitiing 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 byconcerned 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,".

g) It is agreed between the parties hereto that in case of increase or reduction in carpet area, both the Promoters and the Purchaser/s shall execute a Deed of Rectification or any other appropriate document wherein the said new carpet area of the said Premises shall be mentioned along with such other additions and alterations to this Agreement as shall be required by the Promoters in accordance with the said the Real Estate (Regulation And Development) Act, 2016. The Cost of registration of such Deed of Rectification shall be borne by the Purchaser/s alone.

h) The Promoters have also informed the Purchaser/s categorically and the Purchaser/s has/ have agreed/ understood that all the Rules and Regulations governing the sale of Flats by the Promoters and / or development of the said plots by the Promoters and this Agreement shall be governed by Rules and Regulations under Real Estate (Regulation and Development) Act, 2016.

i) The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that at the time of

execution of this Agreement, the Purchaser/s shall deposit the entire TDS presently applicable at 1% of the total consideration or such amount of TDS as shall be applicable from time to time and deposit the same with the concerned authorities under Income Tax Department and the Purchaser/s shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income tax Act, 1961 and shall also issue the TDS Certificate to the Promoters within the stipulated period. The Bank Ac No(_____) of the Promoters is__ and the Purchasers shall provide the TDS certificate to the promoters after paying it to appropriate authority under the provision of law and shall complete all procedures accordingly. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser that the Purchaser shall be entitled to get the credit of the TDS deducted by him / her / them only if the Promoters are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. In case if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as and when required under law and pay to the appropriate authority and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.

j) It is expressly agreed by and between the parties that in case of sale of respective entitlement of the

Promoters to the respective Purchasers, all the statutory liability concerning the Income Tax under the Income Tax Act, 1961 shall be borne by the respective parties individually.

5) <u>MODE OF PAYMENT:</u>

The payment of all the above installments /payment will be accepted by Cheque / Demand Draft / Pay Order / NEFT / RTGS only and as per the Payment Schedule annexed hereto. TheCheque/s or Demand Draft or Pay Order should be drawn in favour of: **"SHREEJI DIOS", ESCROW** Account no. _____ , with _____ Bank Branch" and shall be sent to Office of Promoters at Office No._____, either by Hand Delivery or by Registered A/D or by Courier (Acknowledges Due in all types of Deliveries). In case if the Purchaser/s has / have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the Promoter's designated account, the Purchaser/s shall intimate to the Promoters the UTR Number, Bank details and such other details as shall be required by the Promoters to identify and acknowledgethe receipt of the payment by the Promoters. In case, if the Promoters desires to receive further payments of balance installments, favouring certain other Bank Account of the Promoters, thenand in that event, the Promoters shall specifically mention the new Bank Account in the Installment Demand Letter that shall be addressed to the Purchaser/s. Thereafter, the Purchaser/s shall himself / herself/ themselves or cause his/her/ their Financial Institute to draw the Cheque/s or Demand Draft or Pay Order favouring the said new Bank Account.

6) TIMELY PAYMENT OF THE INSTALLMENTS:

a) The Promoters shall give a Notice to the Purchaser/s intimating the Purchaser/s the amount of the installment or the balance amount payable by the Purchaser/s to the Promotersin accordance with the Payment Schedule annexed hereto as "**Annexure I "**(Time being essence of the contract) and within 15 days from the date of letter, the Purchaser/s shall pay the amount of the said installment or the balance amount to the Promoters. The Purchaser/s will not hold the Promoters responsible for delay in postal service or delay in receipt or non- receipt of the said Notice.

b) Both the parties hereby agree with each other that timely payment of all the above installments and every other amount payable by the Purchaser/s under these presents to the Promoters shall be the essence of this contract. Both the Promoters and the Purchaser/s has/ have mutually agreed that the Purchaser/s shall be liable and responsible to pay all the installments payable for the purchase of the said premises and other charges payable under this Agreement on their respective due dates without committing any delay, defaulter demur. The payment of any installments on the respective due date is essence of the contract and shall be governed as per the terms of this Agreement. Notwithstanding the schedule of the payments mentioned in this Agreement, if the purchasers makes any advance payment or additional payment not due at the time or receipt of this payment, then any such advance shall be adjusted in the immediate next installment. No interest/compensation/rebate/adjustment

shall be adjusted paid/made by the promoter for such advance payment made by the purchasers or by housing finance companies/bank etc on behalf of purchasers. In case if the Purchaser/s has/ have obtained / shall obtain from any Bank/ NBFC or Money Lenders finance/ Loan on the said premises, then it shall be the sole and absolute responsibility of Purchaser/s herein to ensure that the disbursement of all the installments by the Bank/ Financial Institution/ Money Lender is done within the time frame mentioned in this Agreement. Both the Promoters and Purchaser/s has/ have further agreed that in the event of the Purchaser/s committing any delay, default or demur in paying any three installments then and in that event, the Promoters shall give 15 days' Notice to the Purchaser/s to pay all the outstanding amounts together with fresh installments (if the same becomes due and payable).If the Purchaser/s fail/s to pay the entire outstanding amounts to the Promoters within the time prescribed under the Act and the Rules, then the Promoters shall be entitled to terminate and cancel this Agreement and all legal consequences as per the Act and the Rules shall follow. Subsequent to such termination, the Promoters shall deduct 20% of the said total consideration of the said premises, the interest accrued on the defaulted payments and refund the balance amount (if any) to the Purchaser/s. The refund by the Promoters shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises. The refund, after

deducting such amounts as are deductible under this Agreement, shall be paid directly to such Bank, NBFC, Financial Institution after adjusting the total refund that the promoters shall deposit with such Bank, NBFC, Financial Institution after adjusting the total refund that the promoters shall deposit with such Bank, NBFC, Financial Institution. Further, the Purchasers, shall obtain from such Bank, NBFC, Financial Institution the No Dues Certificate giving the full discharge of the loan taken and also NOC in favour of the Promoters to resell the said premises to any third party without having any reference or recourse to the housing loan taken by the purchasers. In the event of the purchasers not obtaining such No Dues Certificate and NOC within a period of 15 days from the date of such cancellation/termination, then and in that event, the purchasers shall be liable to pay to the promoter's interest at maximum permissible rate of such delay. In case of such termination, the Stamp Duty, Registration charges and all taxes paid by the Purchaser/s shall not be refunded by the Promoters. It is further agreed by the parties hereto that part payment of any installment shall be construed to be the default in the payment of the said installment. The Purchaser/s hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Promoter/s or any Order or judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Promoters shall be entitled to resell the said premise to such third person / party, as the Promoters may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and

other amounts that shall be received from such resale.

c) It is agreed by the Purchaser/s that till such time as he / she / they has / have paid to the Promoters the entire consideration with or without interest amounts (as the case may be), as are stipulated hereinafter and all other outstanding amounts payable in respect of the said Premises, he / she they shall not claim any right, title, interest or possession in, of, over and upon the said Premises and the Purchaser/s is / are aware that ultimately the Promoters herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the entire layout and execute Deed of Conveyance in favour of such Co-operative Society or Company or Association that shall be formed for the said Building, within a stipulated period by Law.

d) The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s) / Allottee(s) and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s) / Allottee(s) only.

7) The Promoters have informed the Purchaser/s and the Purchaser/s is/ are aware that the Promoters are proposing to provide the external amenities as mentioned herein and Society Office in the said building, the management thereof shall initially be entrusted to such person or party as the Promoters may deem it necessary and proper or upon the Society

formation, the management may be entrusted to the Society / Ultimate Organization of Purchasers that shall be formed.

8) It is made clear by the Promoters and the Purchaser(s) / Allottee(s) agrees that the said premises shall be treated as a single indivisible unit for all purposes. It is agreed that the Projec tis an independent, self-contained Project covering the said plot and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser(s) / Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser(s) / Allottee(s) of the Project. The Parking Space shall be used only for the purpose of keeping or parking vehicle.

9) <u>CANCELLATION BY PURCHASER(S) / ALLOTTEE(S):</u>

The Purchaser(s) / Allottee(s) shall has / have the right to cancel / withdraw his/her/their allotment in the Project as provided in the Act. Provided that where the Purchaser(s) / Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoters, the Promoters herein are entitled to forfeit the entire booking amount/ allotment amount paid by the purchaser and Subjectto the terms and conditions of mortgage NOC or any other confirmation given–to any Bank, NBFC, Financial Institution, in case of the mortgage of the said premises, the balance amountof money paid by the Purchaser(s) / Allottee(s) shall be returned by the Promoters to the Purchaser(s) / Allottee(s) within 45 days of such cancellation without any interest. Provided however, such refund amount, if any, shall be governed as per the provisions of clause 6(b) hereof. In in this

case,the Purchaser/s will not be entitled to claim / any refund of the booking amount and/or taxes paid by them or demand Registration charges, Stamp Duty or interest paid by them. In the event of such Cancellation, the Promotersshall be entitled to resell the said premise to such third person / party, as the Promoters may deem fit, necessary and proper.

10) It is made clear by the Promoters, and the Purchasers/Allotees/agrees that the said premises shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained project covering the said property and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise, except for the purpose of integration of infrastructure for the benefit of the Purchasers/Allotees. It is clarified that the Projects facilities and amenities shall be available only for use and enjoyment of the Purchasers/Allotees of the Project at an extra cost.

11) The Promoters shall provide the amenities and facilities as per the List of Amenities annexed hereto and marked **ANNEXURE "J"**.

12) <u>RIGHTS OF THE PROMOTERS TO AMEND THE LAYOUT AND OBTAIN AMENDMENT IN SANCTION PLANS AND TO UTILIZE THE ENTIRE FSI/ ADDITIONAL FSI/ TDR OR ANY INCREMENTAL FSI</u>:

The Purchaser/s hereby agree, declare and confirm that the Promoters shall have rights for the purpose as set out herein below & the Promoters shall be entitled to exercise thesame as if Purchaser/s has/ have given prior written consent to the Promoters as required under the said Act. However, with the view to remove any doubt,

the Purchaser/s hereby confers upon the Promoters such right /authority to the Promoters for the purpose as set out herein below:-

a) The Promoters hereby declare that the Floor Space Index available as on date in respect of the said plot on the basis of FSI=2.40 /___ FSI is ____x _____=_____Square meters and the Promoters have planned to utilize Floor Space Index of_____ square meters by availing the entire FSI available as mentioned in the Development Control Regulation which are applicable to the said Project. At present, the Promoters have obtained the Commencement Certificate for the permissible area of 5685.00 square meters and the promoters hereby reserve with themselves full right and absolute authority to revise the building plan and utilize the balance permissible FSI available on the said property in such manner as the promoters may deem fit, necessary and proper. Upon compliance of the necessary formalities and after obtaining necessary NOC/Sanction, the Promoters shall submit revised building plan to the concerned authority by proposing to utilize the entire balance unutilized FSI on the said property(herein after referred to as the Balance FSI) by constructing additional flats by consuming the developable potential of the said building. The Promoters have disclosed the Floor Space Index on the basis of 2.40 FSI , and ancillary FSI (60%) accordingly permissible built up area =5685.00Sq. meters & 5602.30 sq meters as proposed to be utilized by them on the said plot in the said Project and the Purchaser(s) / Allottee(s) has/ have agreed to purchase the said premises based on the proposed construction and sale of premises to be carried out by the Promoters by utilizing the proposed FSI

and on the understanding that the declared proposed FSI shall belong to the Promoters only. The Promoters have specifically informed the Purchasers and the Purchasers is/are aware that the right of the Purchasers is/are restricted only to the said premises and common areas as defined under Real Estate(Regulation and Development) Act, 2016 and the Promoters shall be entitled to carry on construction on the said property in such manner and with such sanctioned building plans/revised building plan and by providing such amenities as the promoters may deem fit, necessary and proper in their sole and absolute discretion.

b) Save as mentioned in Clause hereinabove, the Promoters hereby declare that no part of the said Floor Space Index for the said plot has been utilized by the Promoters elsewhere in any other plot for any purpose whatsoever. The Promoters shall be entitled to consume the entire F.S.I / TDR / Additional FSI as may be available in respect of the said plots or any part thereof at present or in future by constructing additional floor(s) on the said plots in accordance with the Act and Rules, as the Promotersshall think fit and proper.

c) In case the said floor space index has been utilized by the Promoters elsewhere, then the Promoters shall furnish to the Sanctioning Authorities all the detailed particulars in respect of such utilization of said Floor Space Index by them. In case while developing the said plot, the Promoters have utilized any Floor Space Index of any other land or property by way of floating Floor Space Index or otherwise howsoever, then the particulars of such Floor Space Index shall be disclosed by the Promoters to the Sanctioning Authorities.

d) The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters will develop the said plot by constructing Building/s to be used for permissible users/ purposes and any other purpose as shall be permitted as per the sanctioned plans, with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned local bodies and/or authorities. The schedule of the said development will also be determined by the Promoters / at their owndiscretion.

e) Without modifying the plan of the said Premises,the Promoters shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as alsothe specifications in respect thereof as may be permissible under the Act and Rules.

f) The Purchaser/s or the Society of the Purchaser/s of all premises holders shall notraise any objections on any ground as to Promoters rights reserved hereunder and as shall be available to the Promoters under the Act and the Rules.

g) The Promoters hereby reserve full right and absolute authorities to utilize the entire FSI, additional FSI, TDR or any incremental FSI / building potential which the Promoters have specifically declared hereunder and reserve for further development in accordance with the terms of this Agreement and the Act and Rules of said Real Estate (Regulation and Development) Act, 2016. Further, the Promoters shall be entitled to utilize, construct, develop and sell / dispose of the premises so constructed by utilizing such FSI, additional FSI, TDR or any incremental FSI / building potential in such

mannerand in such phases in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society is formed or Deed of Conveyance for any particular Building is executed by the Promoters. For the aforesaid purpose, the Promoters shall have the right to make addition, raise storey or to put up additional structure which shall be the sole property of the Promoters who will alone be entitled to dispose them off in such a manner and on such terms as the Promoters may deem fit or proper and the Purchaser/s hereby consentto the same. The Promoters shall, after consuming such balance and/or additional FSI / TDR or any incremental FSI building potential by constructing such permissible tenements on the said plot, be entitled to sell such additional premises/tenements for such permissible uses for such consideration and on such similar terms at their absolute discretion as the promoters deemfit and proper.

h) The Purchaser/s hereby agree/s and undertake/s to execute /deliver letter of consent under the provisions of Real Estate (Regulation and Development) Act, 2016, without raising any objection or requisition.

i) Irrespective of possession of the said premises being given to the Purchaser/s or not, the rights under this clause and/or under this Agreement reserved for the Promoters to exploit the potentiality of the said plot, shall be valid, subsisting and binding on the Purchaser/s & shall continue to vest in the Promoters even after the execution of the Deed of Conveyance in favour of the Society that shall be formed. All the aforesaid rights of the Promoters to exploit the said

potentiality shall remain unchanged, unhindered and the Promoters shall execute the Deed of Conveyance reserving with themselves all such rights, title, interest in the said plot in their favour as may be outstanding at the time of execution of such Deed of Conveyance in favour of the Society that shall be formed. The Purchaser/s hereby agree/s declare/s and undertake/s not to obstruct, create hindrances, challenge or dispute the rights of the Promoters to carry out the construction and development and to utilize and exploit full potentiality of the said plot. The Purchaser/s further agree/s not to challenge, dispute or hamper such development that the Promoters may carry out either on the grounds of nuisance, inconvenience or health grounds or any other grounds or reasons whatsoever.

j) The Purchaser/s herein doth, in accordance with the Act and the Rules, shall prior inform the allottes/purchasers and they hereby shall give their consent in writing to the Promoters accordingly with respect to additions, alterations, amendments & changes in the building plans and/or to the said Building/s to be constructed on the said plot or any part thereof for any users or to change the user (excluding the said Premises) including to raise additional floors or structures on the said Building or open part or parts of the said Building/Plot including the terrace at any time either before or after transfer of the Plot & such rights shall include the right to use /consume F.S.I. or additional F.S.I. or global FSI whichmay become available in respect of the said plot or any other lands at any time hereafter in future by reserving such rights in Deed of Conveyance or to make such amendments,

alterations in the revised sanctioned plan as may be permitted by the NMMC and/or any other authorities and such additions of additional structures or floors or storey or Premises shall be the sole and absolute right and entitlement of the Promoterswho shall be fully entitled to sell, deal with and dispose of the same to any person/s.

k) It is furthermore agreed that if any modification, addition, demolition, variation, construction or alteration is required to be made by the NMMC or any other concerned authority due to change in the prevalent building byelaws or on account of change in policy, then after the receipt of Occupation Certificate from NMMC the same shall be carried out and complied with by the Purchaser/s at his / her /their own costs and expenses and the Promoters shall neither contribute any amount nor shall they be anywise liable or responsible for the same.

l) Conveyance-The Promoter shall (subject to his right to dispose of the remaining apartments/units/parking's if any) execute the conveyance of title within three months from the date of issuance of the occupancy certificate . **Tha promoter shall within three months of obtaining occupancy certificate as aforesaid , cause to execute conveyance deed/ assignment deed in favour of the society or limited company for the period of 60 years (as mentioned in clause 7 of the agreement of lease executed on 03rd April 1995)**

m) The Promoters have informed the Purchaser/s and the Purchaser/s is / are aware thathe/she/they shall use the said premises only for the Residential /Commercial purposes and he/she/they shall not change the user of the premises.

13) PURCHASER/S COVENANTS:

The Purchaser/s for himself/ herself/ themselves do hereby covenant with the Promoters as follows:

a) To pay to the Promoters such amounts as shall be required to pay to NMMC / other concerned authority for obtaining its NOC / permission for the sale of the said premises by the Promoters to Purchaser/s and to do such deeds, documents and to comply with all such terms and conditions as may be stipulated by NMMC or other concerned authority in this regard.

b) To maintain the said premises at his / her their own costs, charges & expenses in good tenantable repair & conditions from the date receipt of intimation from the Promoters that the said premises is ready, irrespective of the fact whether the Purchaser/s has / have taken possession or not & shall not do or suffer to be done anything in or to the Building/s in which the said premises is situated, or to act or to do anything against the rules, regulations and bye-laws of concerned local authorities or co-operative Society or change /alter or make any addition and / or alteration in or to thesaid premises or any part thereof, without obtaining prior written consent of the Society that shall be formed.

c) Not to store in the said premises any goods /articles which are of hazardous, combustible or dangerous nature or are so heavy that it may damage the construction / structural stability of the building in which the said premises are situated or storing of which is objected to by the concerned local or other authority & shall not carry or causeto be carried any heavy package on the upper floor/s which may damage

or are likely to damage the common passage, staircase or any other structures of the said building including entrance of the building in which the said premises is situated & in case, if any damage is caused to the building or to the said premises on account of negligence or default of the premises Purchaser/s in this behalf, then Purchaser/s shall alone be liablefor the consequences of such breach / default.

d) Before carrying out the interior work in the said premises, the Purchaser/s shallobtain a written consent from the Promoters and shall give full details of the nature of interior work to be carried out in the said premises along with the plans of the proposed interior works. The Purchaser/s shall deposit with the Promoters an interest free refundable security deposit of such amount as the Promoters may demand. During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said premises or to the said building or to any of the open areas or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the Promoters or is in contravention of the rules and regulations of the NMMC or other Concerned authorities, then thePromoters shall have full right and absolute authority to remove /demolish such work asmay be in contravention as mentioned hereinabove and to restore the said premises / building /open spaces in their original form at the entire cost, risk and expense of the Purchaser/s and deduct all costs, expenses, losses that shall be suffered or incurred in this regard from and out of the said refundable deposit. Similarly, if there is no damage or contravention while carrying out the

interior work in the said premises, upon the completion of all the interior works, the Promoters shall refund (without interest) the saidsecurity deposit to the premises Purchaser/s.

e) The Purchaser/s is /are aware that the Promoters are required to attend to all complaints regarding leakages and other defects, as per the Act and the Rules. Thus, as a result of any work, addition, alteration, amendment and changes made by the Purchaser/s, if there is any damage to any adjoining premises or any premises above or below the said premises or abutting the said premises or to any portion of the said Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as may be required under the Actand the Rules and the Promoters shall be absolved of the obligation and the responsibility under the Act and Rules.

f) Similarly, if as a result of any addition, alteration or changes carried out by the Purchasers to his/ her/ premises, if NMMC or any other Authority adopts any action either against the Promoters or the said Building/ Project, then the Purchaser/s alone shall beliable and responsible for all such actions in law. The Promoters shall have further rights to adopt such action against the Purchaser/s including that of termination of this Agreement and /or recovery of compensation as the Promoters may be entitled under the Act and Rules.

g) To carry out at their own cost, charges and expenses, all internal repairs to the said premises & maintain the said premises in the same condition, set and order in which it was delivered by the Promoters to the Purchaser/s & shall not do or suffered to be doneanything in / to the building or the sa

h) id premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society nor cause any alterations in elevation or outside colour scheme of the said building/s in which the said premises is situated and shall also keep the sewers, drains, pipes of the said premises or appurtenances thereto in good and tenantable conditions so as to support or protect the other parts of the building in which the said premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, or other structural changes in the said premises without prior written, permission of the Promoters or the society.

i) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot or building in which the said premises are situated or any part thereof, whereby any increase in premium shall become payable in respect thereof.

j) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any part of the said plot and building in which the premises is situated.

k) The Purchaser/s shall not let, sub-let, transfer, assign or part with possession of thesaid premises or his/her/their interests or benefits under this Agreement until all dues, payable by him/ her/them to the Promoters under this Agreement are fully paid and only if the Purchaser/s has / have not been guilty of breach for non-observance of any of the terms & conditions of this Agreement or until the Purchaser/s has / have intimated aboutthe same in writing to the Promoters.

l) That Purchaser/s shall observe and perform all rules and regulations which the society or a limited company may adopt at its inception & the additions, alterations or amendments which may be made therein from time to time for the protection & maintenance of the said building or the said premises therein that may be made from time to time for observance and performance of building rules, regulations & bye-laws for the time being in force, of the concerned local body /authority or Government. The Purchaser/s shall also observe /perform all stipulations / conditions as laid down by the said society regarding the use /occupation of the said premises in the building & shall contribute punctually towards taxes and other dues /outgoings in accordance with the terms of this Agreement.

i. Till the Deed of Conveyance of the said plot along with the said building is executed in favour of the Society and subsequent thereto till the Promoters have completely utilized the FSI / Development potential of the said Plot, the Purchaser/s shall permit the Promoters, their servants and agents, with or without workmen, at all reasonable times, to enter into and upon the said plot & building or any part thereof to view the state and conditions thereof.

ii. During the course of construction, if the Purchaser/s is/are desirous of visiting the said plot, the Purchaser/s shall obtain a written permission from the Promoters. During such Visits to the Site, in case if there is any accident / mishap or casualty, then the Promoters will not be held responsible or liable in any manner

whatsoever.

iii. In the event of Purchaser/s committing any breach or act in contravention of the above provision, the Purchaser/s shall be liable or responsible for the consequence in respect thereof to the Promoters or to the concerned local authority or other public authority in that behalf.

iv. The Purchasers/Allotees shall not do or suffer to be done anything in the premises, which is or is likely to be an nuisance or annoyance to other occupants of the neighboring premises in any manner whatsoever. The Purchasers/Allotees shall not do or cause or allow or permit to be done in or around the premises anything illegal nor immoral in nature.

v. Pending the payment of the entire consideration as set out hereinabove, the purchasers/allotees shall not transfer, assign or induct any third party or create any third party interest in the said premises or any part or portion thereof without the prior written permission of the promoters. All the legal and administrative cost incurred by the promoters in this regard shall be borne and payable by the Purchasers/Allotees / herein.

vi. The Purchasers/Allotees shall keep and maintain and use in the said premises in good order and condition.

vii. The Purchasers/Allotees shall permit the promoters/PMC, their authorized representative to enter upon the said Premises for inspection and to carry out repairs at reasonable time as and when necessary after giving to the Purchasers/Allotees 24 hours prior

notice thereof.

viii. The Purchasers/Allotees undertakes not to use the voids, conduits, outlets, ducts, etc., and/or RCC works, staircases, passages common or otherwise, fire escape balcony, terrace of the Building, common areas, open compound, internal roads or any other space in any manner not permitted by the relevant building rules and bye-laws. It is clarified that the Purchasers/Allotees shall be liable to obtain, at his/her/their own cost and expense all the necessary/required permissions, consent etc from NMMC or civic body and other concerned authorities in respect of the aforesaid permitted services and to ensure compliance of such permissions, etc. and the Purchasers/Allotees undertakes to indemnify and keep indemnified the Promoters from and against any claims, losses, damages etc, which may be suffered/incurred by the Promoters in respect of the said premises.

ix. The Purchasers/Allotees shall abide by all the rules and regulations framed by the Promoters or NMMC from time to time, and confirm that the said rules and regulations of the NMMC and the fit-out guide form part of this Agreement.

x. The Purchasers/Allotees agree and confirm that the rights granted to the Purchasers/Allotees under this Agreement are limited and restricted to the use of the said premises only and the Purchasers/Allotees is not in any manner concerned with the balance area of the

Project and the Promoters are entitled to deal with the said area in any manner whatsoever.

14) During the construction work of the said Building the Promoters can commence the work on any floor or Premises or any particular wing(s) / Building as per their convenience, the Purchaser/s will not object to that and pay his /her /their installment as per the stipulated period. The Commencement of work means the commencement of work of the said Building/s and not the commencement of work of particular Premises.

15) <u>RESTRICTIONS ON THE PURCHASER/S:</u>

The Purchaser/s has / have agreed declared & confirmed with the Promoters that the Purchaser/s shall:-

a) Having regard to the elevation of the buildings in the said Project, the Purchaser/s shall fix identical grills/ railings and the Air Conditioner in the places that are predetermined by the Promoters / that shall be approved by the Promoters. The Purchaser/s shall affix the external grill /railings of such common design as shall be finalized by the Promoters in the manner and as per the specifications given by the Promoters. Accordingly, the Promoters have informed the Purchaser/s that with a view to maintain the esthetics and elevation of the said Building, the Purchaser/s shall, prior to extending the glass railings provided to the said premises/ fixingthe grills to the windows/ balcony, take written permission from the Promoters inter-alia undertaking to use similar material and similar design to those already provided by the Promoters in the said premises.

b) Similarly the Purchaser/s shall install the Dish Antenna for

the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/ additional facility/ service/s, should the Purchaser/s require to install any Instrument/Receiver/Dish either outside the said premises or on the Top Terrace, then the Purchaser/s shall install such Instrument/Receiver/Dish, only after obtaining the written consent from the Promoters in the manner and at the location identified and approved by the Promoters.

c) Not put or place flower pots, Vases or any plantations outside the Windows.

d) The Purchaser/s shall not store any of their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.

e) The Lift facility in this Project shall be used as per rules of the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company which may be formed for the management of said Building/s / Complex. It is to be economically used. The Purchaser/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoters. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company which may be formed in future or Promoters shall not become

responsible for it and the Purchaser/s or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from them and the Purchaser/s hereby give his / her/ their assurance and consent in it.

f) The Purchaser/s is/ are aware that the leakage of water from the toilets, bathrooms and Pantry is also likely to happen in said premises as well as from the neighboring and upper Premises. Leaked water/moisture is likely to appear on the walls of said Premises and that may deteriorate the painting and plaster on the walls. The Purchaser/s is/are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Purchaser/s herein agree/s that the Promoters shall not be liable for any damage in the said premises due to leakage of water andits various other after effects.

g) The Purchaser/s shall not use lifts for transporting the furniture and other construction material to their respective premise. All such transportation shall be done using the staircase only.

h) The interior work or the transportation of heavy household items shall be permitted onlybetween 10 a.m. to 6 p.m. strictly.

16) **The Allotee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allotee one stack parking being constructed in the layout.**The Promoters have provided the necessary parking space on the Ground floor which has been approved by the concerned authorities. In this regard, the

Promoters have categorically informed the Purchaser/s & the Purchaser/s has/ have noted the following:

a) The Purchaser/s shall not enclose or encroach on the parking area that is beingprovided to the Society. This area being left as parking shall remain as approved by theauthorities and as per plan and the Purchaser/s hereby further undertake that parking area shall not be enclosed at any later state, failing which the concerned Authority is liable to take legal action against the Purchaser/s and the Society.
b) The Purchaser/s undertake/s that the abutting Terrace constructed as per approved Building plans shall not be enclosed.
c) The Purchaser/s hereby further undertake/s that at the point of time when there is Deed of Conveyance being prepared, the Promoters shall add the above mentioned conditions in the Deed of Conveyance.
d) This clause shall be binding on the entire Society and its members.

17) <u>INDEMNITY</u>

The Purchaser/s/Allottee/s hereby agree to indemnify and keep indemnify the Promoters against any claim or loss or damage that the Promoters may sustain or suffer or any costs, charges and expenses the Promoters/Project Management Company may incur or for which the Promoters /Project Management Company may become or be held liable or responsible, any of their Purchaser/s or anyone else including any public authorities should hold them responsible or liable for payment of any loss or damage or costs, charges or expenses or any proceedings of any nature whatsoever

arising out of any act, deed, matter or thing done or not done or committed or any negligence or default or breach of promise or contract or violation on the part of the erstwhile Owners / or their representatives, in the course of rendering services or otherwise to the Purchasers of the Promoters /Project Management Company or otherwise.

18) <u>HANDING OVER POSSESSION:</u>

A. The possession of the said premises shall be given by the Promoters to the Purchaser/s after the said Building is ready for use and

(i) The Lift License from the Lift Inspector.

(ii) Fire NOC from Divisional Fire Officer.

(iii) Drainage Completion Certificate.

(iv) Building Completion or Occupation Certificate shall have been obtained from the NMMC or other relevant authority or body or public authority. Since the water supply and other infrastructure such as Roads, Street Lights, etc. are to be provided by NMMC and the Electric connection and meter are to be provided by the MSEDCL, the Promoters shall not be held liable or responsible for any delay caused by NMMC in providing water supply or for providing other infrastructure such as Roads, etc. or by MSEDCL in providing Electricity. The Promoters shall give possession of the said premises to the Purchaser/s on or before December 2025, subject to Force Majeure and reasons beyond the Control of the Promoters. **Extension-The Promoters shall be entitled to**

reasonable extension of time for completing construction of the said Premises within the aforesaid period if the same is delayed on account of:

a. War, Civil Commotion or act of God.
b. Any notice, order, notification of the Government and / or other public or competentauthority.

B. <u>PROCEDURE FOR TAKING POSSESSION:</u>

The Promoters, upon obtaining the Part / Full Occupancy Certificate from the competent Authority, shall offer the Purchaser in writing the possession of the said premises. The Purchasers shall be liable and responsible to pay the entire outstanding payable by the Purchasers under this Agreement to the Promoters within the said period of 15 days and takepossession of the said premises from the Promoters. Upon receiving the entire balance payments together with interest accrued thereon and upon the Purchasers complying with all the terms and conditions of this Agreement by the Purchasers, the Promoters shall give possession of the said premises to the Purchaser(s) / Allottee(s).

C. After obtaining the Occupancy Certificate and handing over physical possession of the said premises to the Purchaser(s)/Allottee(s), it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including common areas, to the Association of the Purchaser(s) / Allottee(s) or the competent Authority, as the case may be, as per the locallaws.

D. The Purchaser/s shall be entitled to take possession of the said premises, if the Purchaser/s has/have duly observed and performed all the obligations and stipulations contained in this Agreement and

also duly paid to the Promoters all and whatsoever amounts payable by the Purchaser/s under this Agreement. Provided however till such time as the Purchaser/s does /do not pay the entire monetary consideration together with the entire other charges payable hereunder, the Purchaser/s shall not be entitled to obtain the possession of the said premises purchased by him / her / them. Provided however, the Purchaser/s shall be liable and responsible to pay to the Promoters the maintenance charges and other charges as shall be demanded by the Promoters for the said premises irrespective of the fact whether the Purchaser/s has / have taken physical possession of the said premises or not.

E. In case if the Purchaser/s fails to take possession of the said premises within the stipulated period after paying all the balance dues to the Promoters, then the Purchaser/s shall be liable to pay demurrage/ mutually agreed cost aggregating to Rs.__/- per month. Further, the Promoters shall not be liable or responsible to rectify or repair any damage, defect that may have been caused to the said premises from the date of the Promoters offering the possession of the said premises.

F. <u>DEFAULT IN PAYMENT AND CANCELLATION OF ALLOTMENT:</u>

The Purchaser(s)/Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

i. In case the Purchaser(s) / Allottee(s) fails to make payments for any demands made by the Promoters as per the Payment Schedule annexed hereto, despite having been issued notice in that regard, then the Purchaser(s) / Allottee(s) shall be liable to pay interest to the Promoters on the unpaid amount at the rate specified in the Act andRules.

ii. In case if the interest for the default in payment of any installment has not been charged to the Purchaser(s) / Allottee(s) for any reason whatsoever then, prior to the Purchaser(s) / Allottee(s) taking the possession of their respective premises, the outstanding interest, if any, shall be worked out, and the same shall be payable by the Purchasers/Allotees.

iii. In case the Purchaser(s) / Allottee(s) commits three defaults for payment of any installment / amounts payable under this Agreement, after giving the Purchaser 15 days intimation in this regard, the Promoters shall cancel the allotment/ this Agreement in respect of the said premises in favour of the Purchaser(s) / Allottee(s). Subsequent to such termination, the Promoters shall deduct 50% of the said total consideration of the said premises, the interest accrued on the defaulted payments and refund the balance amount (if any) to the Purchaser/s. The refund by the Promoter shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises.

iv. In case the Purchaser(s) / Allottee(s) commits any default or do / does not adhere to any terms or conditions or fails to comply with any of his / her / their obligations or terms and conditions of this Agreement strictly within the stipulated time mentioned herein or

within the time stipulated in law or granted by the Promoters, then the Promoters shall give the Purchaser/s a written notice calling upon the Purchaser/s to rectify / perform any of such terms / obligations / compliances. If after the receipt of thesaid Notice, if the Purchaser/s fails to comply with such terms / obligations / compliances within a period of 15 days from the date of such Notice, then the Promoters shall in their sole and absolute discretion be entitled to terminate this Agreement and upon such termination all consequence of such termination as per the terms hereof shall follows.

v. Time is of essence for the Promoters as well as the Purchaser(s) / Allottee(s). The Promoters shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser(s) / Allottee(s) and the common areas to the Association of the Purchaser(s) /Allottee(s), after receiving the Occupancy Certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser(s) / Allottee(s) shall make timely payments of the instalment as provided in the Payment Schedule annexed hereto as Annexure "I" and other dues payable by him/her/them and meeting the other obligations under the Agreement, subject to the compliance of the terms and conditions and specific obligation by the Promoters as mentioned herein.

G. Upon the possession of the said premises being delivered to the Purchaser/s, the Purchaser/s shall be entitled to the use and occupy the

said premises and thereafter the Purchaser/s shall has / have no claim against the Promoters as to any defect in any item or work of construction of the said premises not attributable to the Promoters for any reason whatsoever.

H. On obtaining the Part Occupancy/Occupancy Certificate from the concerned authority and upon the Purchasers/ Allotees making the entire payment towards the cost of the said premises as mentioned in the Payment schedule annexed hereto as "**Annexure- I"** and other charges payable by him/her/them under this Agreement, the Promoters shall be entitled to hand over possession of the said premises to the Purchaser/s even though permanent electricity and water connections are not connected by the concerned authorities. The Promoters shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to the NMMC/ Local authority concerned, causing delay in giving / supplying permanent water connection or such other service connections necessary for using/ occupying the Premises. On the Promoters offering possession of the said premises to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser/s shall pay to the Promoters, within fifteen days of demand by the Promoters, his/ her/ their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said premises is situate. The Purchaser/s/ Allottee/s herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by NMMC or the concerned local authority and/or Government and/or other public authority, on account of change of user of thesaid premises by the

Purchaser(s) / Allottee(s) for any purposes other than for purpose for which it is sold.

I. The percentage of undivided interest of the Purchaser/s in the common areas & facilities limited or otherwise pertaining to the said Premises hereby agreed to be sold to the Purchaser/sshall be in proportion to the areas of the said premises hereby agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the Promoters.

J. The Purchaser/s herein and all other Purchaser/s of the premises in the said building shall not have any right, title, claim or interest in respect of the open spaces/areas, hoardings and common area of the building/s including the garden areas and that the rights of the Purchaser/s is / are confined to the said Premises so purchased by this agreement only & suchareas shall belong to Promoters until execution of the said Deed of Conveyance in respect of the said plot in favour of such Society & thereinafter the same shall belong to the said Society alone.

K. The Purchaser/s hereby declare, confirm and undertake that the Purchaser/s shall not be entitled to sell and /or transfer his / her / their right, title, interest and benefits under this Agreement to any person without obtaining prior in writing "No Objection Certificate" from the Promoters. The Promoters will issue such No Objection Certificate to the Purchaser/s for transferring and assigning the benefits and rights of this Agreement for the said premises, onlyif the Promoters have received the entire consideration that has become due and payable by the Purchaser/s (including accrued interest along all amounts that are payable as the Agreement with the Purchasers, if any) and upon the Purchaser/s complying with such terms and conditions as may be stipulated under law or by the Promoters.

L. The Purchaser/s shall make full payment of all amounts payable under

this Agreement within 15 (fifteen) days of the Promoters herein intimating them, in writing, that the said premises is ready for possession (Possession Demand Letter) and shall thereafter, take possession of the said premises. In the event the Purchaser/s fails and/ or, neglects to take possession of the said premises within 1 (One) months from the date of the Possession Demand Letter, the Purchaser/s shall be liable to pay Upkeep charges to the Promoters at the mutually agreed rate of INR 5/- (Five) per square foot of Carpet Area per month or part thereoffrom the expiry of the aforementioned 1 (One) month period till such time the Purchaser/s take/s the possession of the said premises. The amounts payable by the Purchaser/s pursuantto this Clause shall be in addition to the Maintenance Charges. Notwithstanding the aforesaid, it shall be deemed that the Purchaser/s has/ have taken possession of the said premises on the expiry of the 1 (one) months from the date of the Possession Demand Letter and the Purchaser/s shall alone be responsible / liable in respect any loss or damage that may be caused to the said premises after this date and the Promoters shall not be responsible for thesame after this date.

19) <u>PAYMENT OF MAINTENANCE CHARGES AND TAXES:</u>

a. Until the Society or Limited Company is not formed and the said Building is not transferred to the said the Society or Limited Company and until the Navi Mumbai Municipal Corporation / Concerned Authority taxes and water charges are not fixed and / or assessed separately, the Purchaser/s agree and bind himself/herself/themselves to pay every month in advance from the date of delivery of possession of the said Premises (the date means the date on which the Promoters

shall give notice to the Purchaser/s that the said Premises is ready to be handed over to him/her/them) the proportionate share (i.e. in proportion to the floor area of the said premises) to be determined by the Promoters of outgoings in respect of the said Property and the said Building towards and on account of the Navi Municipal Corporation / Central Government /State Government taxes and all outgoings taxes and other taxes levies, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, sewage, sanitation, electric bills repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property and the said Building/s and the Purchaser/s shall indemnity and keep indemnified the Promoters against the aforesaid charges in respect of the said Premises. The Purchaser(s) Allottee(s) further agree/s that till the Purchaser(s) / Allottee (s)'s share is so determined the Purchaser(s) / Allottee (s) shall pay to the Promoters provisional monthly contribution of Rs.___/- (Rupees ___Only) per month towards the aforesaid outgoings. PROVIDED HOWEVER that the Purchaser/s shall pay such further amounts or amount to the Promoters as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit/s being insufficient to meet the expenses. The amounts so paid by the Purchaser(s) Allottee(s) to the Promoters shall not carry any interest and remain with the

Promoters until the Deed of Conveyance of the said building is executed in favour of the said Society or Limited Company that shall be formed. On such Deed of Conveyance being executed for the structure of the building, the aforesaid deposits (less deduction provided for in this Agreement shall be paid over by the Promoters to the said Society or Limited Company. The Purchaser(s) / Allottee(s) undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser(s) / Allottee(s) shall be considered as the default on the part of the Purchaser(s) / Allottee(s) and thereby the Promoters shall be entitled to terminate this Agreement in accordance with the terms and conditions contained herein.

b. The Purchaser/s of the said premises shall alone be liable to pay the additional Property Taxes, if any levied by the Navi Mumbai Municipal Corporation / any other Government authority, in respect of the said premises agreed to be purchased by the Purchaser/s. The Purchaser/s shall pay the proportionate amount of the said additional ground rent. The determination by the Promoters or the Society that shall be formed, as the case may be, of the Property Taxes payable by the Purchaser/s of the premises shall be accepted as final and binding upon the Purchaser/s.

c. The Purchaser/s shall be liable to pay to the Promoters his

/ her / their proportionate outgoings, maintenance charges and all other charges /outgoing in respect of the said premises with effect from the date of obtaining the Occupancy Certificate, regardless of the fact that the Purchaser/s is / are not in possession of the said Premises. Under the circumstance, the Purchaser/s hereby agree and undertake to pay to the Promoters in respect of the said premises their proportionate outgoings, Maintenance charges as the Promoters may demand from time to time without any delay or objection.

d. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser(s) /Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion / formation of the Co-operative Society or Association or Company that shall be formed or towards the outgoings, legal charges and shall utilize all such amounts only for the purposes for which they have been received. The Promoters agree to deposit all the aforesaid amounts in separate Bank Account specifically opened to collect the payments towards the advance maintenance and to incur various expenses for all outgoings relating to the said project.

e. The Purchaser(s)/Allottee(s) authorize the Promoters 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 Promoters may in its sole discretion deem fit and the Purchaser(s)/Allottee(s) undertake/s not to object/demand/direct the Promoters to

adjust his/her/their payments in any manner.

21. OTHER CHARGES PAYABLE BY THE PURCHASER/S:

(a) The Purchasers/s shall be liable to bear and pay all taxes and other charges payable in respect of the said building, proportionally, from the date of Sanction of Building Plans in respect of the said Property and shall be liable to pay service charges and outgoings from the date, the Promoters obtain Part Occupancy/ Occupation Certificate from the Navi Mumbai Municipal Corporation. The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security deposit to the Navi Mumbai Municipal Corporation or the State Government or to any other competent authority or betterment charges or development tax or security deposits for the purpose of giving water connection or any other tax or payment of similar nature becoming payable by the Promoters, the same shall be reimbursed by the Purchasers to the Promoters in proportion to the area of the said premises agreed to be purchased by the Purchaser/sand in determining such amount the decision of the Promoters shall be conclusive and binding upon the Purchaser/s

(b) In addition to the agreed consideration, the Purchaser/s shall pay and bear all the following Charges, Deposits and Expenses to the Promoters as and when demanded:

a) Legal and document charges at the time of execution of this Agreement.

b) Valuation report.

c)Development Charges / Transfer Charges / Infrastructure Development Charges payable to Navi Mumbai Municipal Corporation.

d) Proportionate Stamp duty and registration charges for Deed of

Conveyance.

e) Water and Drainage connection deposit and meter charges or any other charges imposed by the Navi Mumbai Municipal Corporation or other Government authority.

f) Electricity connection, meter deposit, BSES service charges or any other Electricity service provider charges, cable charges and transformer.

g) Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges.

h) Proportionate Property Tax in respect of the said Property/ said premises from the date of the execution of this Agreement or from the date of the Promoters obtaining the Full Occupation Certificate from Navi Municipal Corporation, whichever is later as shall be applicable.

i) Stamp duty and registration charges on Premises. If any additional Stamp duty is payable over and above the stamp duty on Premises, then the Purchaser/s shall be liable to pay the same.

j) GST or any other taxes or charges levied by the state or Government Authorities.

k) Any other charges, taxes and expenses levied by the Government Authorities.

(c) The Purchaser/s further agree/s, undertake/s and declare/s to contribute and pay a proportionate share of the cost of transformer / cable laying and all other required costs, if installed by the Promoters through MSEDCU/ BSES, Reliance Energy Ltd. Or any other Electricity service provider before taking over the possession of the said Premises. The Purchaser/s hereby further declare/s that he/she/ they will not object to such payment that is the cost incurred or to be incurred for installation of transformer or payable to MSEDCL/ BSES, Reliance Energy or any other electricity service provider. The said deposits

referred to hereinabove shall be paid by the Purchaser/s and he/she/they shall not raise any objection whatsoever in calculating the rate of such deposits.

(d) That the Purchaser/s shall also pay his/her/their share of insurance premium to keep the building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total sale price of all the Premises, in the said building with a company to be approved by the Promoters. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever the said damage for any reasons whatsoever, the Purchaser/s shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as no such destruction of damage has happened. The Purchaser/s shall pay his/her/their proportionate share of expenses for keeping the said building in good and substantial repairs and condition to the satisfaction.

21 (e) It is understood by the Purchaser/s that whatever payments are made by the Promoters to be further paid by the Purchaser/s in connection with or incidental to this Agreement or any other documents shall be reimbursed by the Purchasers to the Promoters on demand.

22. **FORMATION OF CO-OPERATIVE SOCIETYOR COMPANYORASSOCIATION**:

(a) The Promoters have informed the Purchaser's and the Purchasers is/are aware that the Promoters shall, as per the provisions under Section 11(4) (e) of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said Building/s. For the purpose of the formation of the said Society, the Promoters shall submit application to the Registrar for registration of the Co-operative

Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other Legal Entity, within a stipulated period by law. The Purchaser/s along with such other persons who shall have taken possession or acquire the Premises shall form themselves into a Co-operative Society under and in accordance with the Maharashtra Co-operative Societies Act, 1960 or any other body Corporate or other organization determined by the Promoters. The said Buildings/Project shall always be known as "SHREEJI DIOS" and the said Society or any other body corporate or other organization determined by the Promoters on the said Property shall always be known by such name as suggested by the Promoters and approved by the concerned Authorities. The Purchaser/s shall co-operate with the Promoters in forming, registering and incorporating the said Society and shall sign all necessary papers and documents and do all other necessary papers and documents and do all other acts and things as the Promoters may require the Purchaser/s to provide from time to time in that behalf or safe guarding or better protecting the interest of the said Society and of the Purchaser/s of the Premises in the building. All costs and charges for above shall be borne and paid by the Purchaser/s.

(b) The Purchaser/s, along with other Purchasers of Flats in the Building, shall join in forming and registering the Society or a Limited Company to be known by such name as the Purchaser/s may decide 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 the registration of the Society 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 Promoters within 15 days of the same being forwarded by the

Promoters to the Purchaser/s, so as to enable the Promoters to register the organization of Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The required papers for formation of Co-operative Society shall be kept at suitable place as the Promoters may deem fit, necessary and proper and the Purchaser/s shall attend the said Office and sign the necessary documents and submit the required proofs and other details as required by the Navi Mumbai Municipal Corporation / concerned authorities within the stipulated period.

(c) The Promoters have further informed the Purchasers and the Purchasers is/are aware that after the formation of the Co-operative Society or Company or Association(the said Society), the Promoters shall enroll the Purchaser's as the members of the said Society and issue Share Certificate to the said Purchaser's in the name of the Purchaser/s.

22 (d) The Purchaser/s, at the time of taking possession, agree and bind himself /herself /themselves to pay to the Promoters such amount in advance as the Promoters may demand being the lump sum amount towards the General maintenance charges for the said Premises pending the formation of Co-operative Society in addition to the proportionate Property tax which shall be payable additionally upon receipt of the Assessment Bills from Municipal Corporation/ concerned authorities. The GST and other taxes applicable shall be paid additionally on the said advance maintenance charges payable to the Promoters. The Promoters have exclusive right to determine the said Maintenance charges payable by the Residential premises user and the

Commercial premises user in accordance with the utility used by them. On the receipt of the bill for property tax from the Navi Mumbai Municipal Corporation / relevant authorities, the Purchaser/s shall pay his/her/their proportionate share of property tax for the said Premises immediately on demand either by the Promoters or by the Society as the case may be. Thereafter, the Purchaser/s shall pay to the Promoters / Society regularly by the fifth day of each and every month such amount in advance as the Promoters may demand being maintenance charges until the Deed of Conveyance of the said Property with Building or Buildings is executed in favour of the Co-operative Housing Society and/or other body corporate and/or other Organization (hereinafter referred to as "the said Society"). Upon the execution of Deed of Conveyance in favour of Society or body corporate/ organization that shall be formed, all such moneys collected towards the advance maintenance charges shall be paid over by the Promoters to the said Society or body corporate/ organization after deducting there from the amount if any payable by the Purchaser/s to the Promoters under and in accordance with the provisions of this Agreement. In case, if there is any deficit amount payable by the Purchaser/s due to increase in expenses or for any reason whatsoever, then such deficit shall be paid additionally by the Purchasers. After the formation of the Society and after the Promoters have handed over the charge of the said building to the society, the Purchaser/s shall pay to the said Society his /her /their proportionate share that may be decided by the said Society as the case may be, all rates taxes ground rent (including additional ground rent levied by the Navi Mumbai Municipal Corporation / other concerned authorities in respect of the premises) dues, duties, impositions, outgoings and burdens now or at any time levied, assessed or imposed upon or in respect of the said

Property or the said new building or occupiers thereof by the Navi Mumbai Municipal Corporation or the Government or Revenue authority in respect of the said Building or the use thereof and payable either by the Purchaser/s or occupiers and shall also pay his /her/their proportionate share of all outgoings in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common electricity consumed, Watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall indemnify and keep indemnified the Promoters in that behalf.

22 (e) The Purchaser's has/have perused and is/are aware of all the terms and conditions contained in the said documents recited above. The Purchasers hereby agrees and undertake/s that he/she/they shall be bound and liable to pay to the Promoters his/her/their proportionate shares in all respects taxes, outgoings and other charges in respect of the said premises from the period referred herein and in accordance with the provisions of this Agreement.

22 (f) The Promoters have also informed the Purchasers and the Purchasers is/ are aware that till such time as the Co-operative Society /Condominium of Apartments /Private Limited Company in respect of the said project is not formed, the maintenance, upkeep and all affairs relating to the day to day management of the said premises shall be looked after by the Promoters and/or any other specialized agency appointed by the Promoters. Such specialized Management Agency shall be appointed by the Promoters and the Purchaser/s shall not object it in any manner. The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoters that all open spaces, Common Terrace, Common spaces of the said Property, Basement / Podium,

Security Cabin & equipment shall be in the exclusive and an interrupted management and authority of the Promoters alone and save and except the exclusive right to the said Premises, the Purchaser/s shall not claim any right, title, interest in the said spaces in any manner whatsoever. The Purchaser/s is / are also aware that upon the formation of Co-operative Society/Condominium of Apartments / Private Limited Company in respect of the said project and upon the execution of Deed of Conveyance in favour of such Co-operative Society/Condominium of Apartment /Private Limited Company all the above areas shall be handed over to the Managing Committee of the Co-operative Society that shall be formed or the same shall be managed and administered by such specialized Agency as may be mutually decided between the Promoters, and such Managing Committee.

22 (g) The Purchaser/s is / are further aware that ultimately the Promoters herein shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said Project and the Promoters execute Deed of Conveyance in favour of such Co-operative Society or Company or Association that shall be formed for the said Building / within a stipulated period by Law. The Advocate for the Promoters shall prepare and engross and approve the Deed of Conveyance and all other documents, which are to be or may be executed in pursuance of this Agreement. The Purchaser/s shall bear all costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Deed of Conveyance or any other Deed / consent /writing and other documents, the costs in connection with the formation of the said Society and /or body corporate or other organization, the costs of the

stamping and registering all the agreements, deeds, transfer deeds or any other documents required to be executed including the entire professional costs of the Advocates of the Promoters shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said Project alone.

22 (h) The Promoters hereby agree that they shall, before handing over possession of the said premises to the Purchaser/s and in any event before execution of Deed of Conveyance of the said Property in favour of a Co-operative Housing Society and / or other body corporate and / or other organization to be formed by the Purchaser/s of Flats in the Building to be constructed on the said Property (hereinafter referred to as "the Society") make full and true disclosure of the nature of their title to the said Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Property and shall, as far as practicable, ensure that the said Property is free from all encumbrances and the Promoters herein have absolute, clear and marketable title to the said Property so as to enable them to assign to the said Society/Limited Company such absolute, clear and marketable title on the execution of a Deed of Conveyance of the said Property by the Promoters in favour of the said Society/Limited Company.

23. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PREMISES:

A. The Purchaser(s) / Allottee(s) shall, after taking possession, be solely responsible to maintain the said premises at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said premises, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which

may be in violation of any laws or rules of any authority or General Development Control Rules for the time being of the Navi Mumbai Municipal Corporation or any other Government Authority and /or public body or any other local authority or change or alter or make additions to the said premises and keep the said premises, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser(s) / Allottee(s) further undertakes, assures and guarantees that he/she/they would not put any sign-board / name-plate, neon light,publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings or Common Areas. The Purchaser(s)/ Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser(s) / Allottee(s) shall not store any hazardous or combustible goods in the said premises or place any heavy material in the common passages or staircase of the Building. The Purchaser(s) / Allottee(s) shall also not remove any wall including the outer and load bearing wall of the said premises. The Purchaser(s) /Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association of Purchaser(s)/Allottee(s) and/or maintenance agency appointed by Association of Purchaser(s) /Allottee(s) shall manage and upkeep the same. The Purchaser(s) /

Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Purchaser/s further covenants with the Promoters and through them with the Purchaser/s or the other premises in the said building that he/she/they at any time shall not demolish or caused to be demolished any structure in the said building or any part or portions of the same nor will he/she/they at any time make or caused to be made any new construction of whatsoever nature on or in the said building or any part thereof nor will make any additions or alterations in or to the said premises or said building and balcony or gallery in the front without previous consent of the Navi Mumbai Municipal Corporation / Concerned Authority or the Promoters or the said Society, as the case may be. The Purchaser/s from the date of possession will maintain the lift, water pump, firefighting equipment and other assets provided by the Promoters on their own cost and the Promoters will not be held responsible and liable for the same in any manner whatsoever.

B. <u>DEFECT LIABILITY</u>:

(i) If within a stipulated period from the date of handing over the said premises to the Purchaser/s as provided under RERA Act, the Purchaser/s brings to the notice of the Promoters any structural defect in the said premises or the Building in which the said premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters through the original Agency who had carried out the said work/construction originally without charging any cost/charges to the Purchaser/s and in case it is not possible to

rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the RERA Act.

(ii) Provided however, that the Purchaser/s shall not carry out any alterations of the whatsoever nature in the said premises and in specific the structure of the said Premises which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations 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. Further, in the following cases where the Purchaser/s (i) install/s air-conditioners or any other machine/s or instrument/s on the external walls haphazardly or inappropriately which may destabilize the structure (i) Purchaser/s and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the common wall / any portion of the neighbour's Apartment, or common area by drilling, chiseling or hammering or removing any portion or part of the originally constructed or fitted material or carries on any other work haphazardly or inappropriately, etc. If any of such works are carried, the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defects caused on account of willful neglect on the part of the Promoters and shall not mean defect/s caused by normal wear and tear and by negligent, haphazardly or inappropriate use of apartment by the Occupants or the vagaries of nature etc.

(iii) Provided further that it shall be the sole and absolute responsibility and liability of the Purchaser/s to maintain the

said premises in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said premises are regularly filled with white cement/epoxy to prevent water seepage.

(iv) Further, where the manufacturer warranty as shown by the Promoters to the Purchasers ends before the defects liability period and such warranties are covered under the maintenance of the said Premises/ Building/ Wing, and if the comprehensive annual maintenance contracts are not done/renewed by the Purchaser/s, then the Promoter shall not be responsible for any defects occurring due to the same.

(v) That the said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the contractors, sub- contractors, suppliers of various materials, the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts up to the expiry of warranty period so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the common project amenities wherever applicable.

(vi) That the Purchaser/s has been made aware and that the Purchaser/s expressly agrees that the regular wear and tear of the Premises/Building/ Wing includes minor hairline cracks on the external and internal walls excluding, floor and wall tiles the RCC structure which happens due to variation in temperature, seismic movements and various other reasons inherent to any premises/buildings/wings and which do not amount to structural defects and hence any such defects / hairline crack etc. 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 Purchaser/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 defect sin materials used, in the structure built of the Premises and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. The Professional Fees of such expert/surveyor shall be born and paid by the Purchaser/s alone.

C. The Promoters / maintenance Agency /Association of Purchaser(s) / Allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking/s and parking spaces for providing necessary maintenance services and the Purchaser(s) / Allottee(s) agree/s to permit the Promoters / Association of Purchaser(s) / Allottee(s) and/or maintenance agency to enter into the said premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

D. The Purchaser(s) / Allottee(s) hereby agree/s to purchase the said premises on the specific understanding that his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and there after billed by the maintenance agency appointed or the Association of Purchaser(s) /Allottee(s) (or the maintenance agency appointed by it) and performance by the Purchaser(s) / Allottee(s) of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the Association of Purchaser(s)/Allottee(s) from time to time.

E. The service areas, if any, as located within the said Project "SHREEJI DIOS", shall be earmarked for purposes including but not limited to

refuse areas, electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchasers) / Allottee(s) shall not be permitted to use such services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Purchaser(s)/ Allottee(s) formed by the Purchaser(s)/ Allottee(s) for rendering maintenance services.

F. The Purchasers and the person to whom the said premises shall have been let, sublet, transferred, assign or given possession of and in accordance with the provisions hereof shall duly observe and perform all the rules and regulations of the said Society that may be in force from time to time relating to the protection and maintenance of the said building with Premises thereof and for the observance and carrying out of the building rules and regulations and Development Control Rules for the time being of the Concerned Authority, the Government and or public body or any other local authority.

G. It is expressly agreed and confirmed by and between the parties hereto that the Terrace which is attached to the said premises will be in the exclusive possession of the Purchaser/s herein and other Purchaser/s of the premises in the said Building/s will not, in any manner object thereto. The other Purchaser/s shall not, in any manner object to the Promoters selling to the Purchaser/s of the said premises with an attached terrace with exclusive rights of the Purchaser/s herein to use the said Terrace.

H. It is also agreed and understood that the Promoters shall only pay proportionate charges towards Property Tax, Service Charges, Sinking Fund, Insurance charges, NA Tax, Rent as per actual for premises lying

vacant & unsold premises in the said Building. However, the Promoters shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non-occupancy charges or any other charges.

I. The Promoters shall not be liable to pay any maintenance or common expenses in respect of the unsold Premises in the said Building. The Promoters shall however, bear and pay the Municipal taxes and dues of the Corporation for the same.

J. The Promoters shall not be bound to carry out any extra work in the said premises agreed to be sold by the Promoters to the Purchaser/s under this Agreement.

24. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Property and Building or any part thereof. The Purchaser/s shall has / have no claims save and except in respect of the said premises hereby agreed to be acquired by the Purchaser's. All open spaces, floor spaces index, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain to be the Property of the Promoters until the whole plot together with the structures standing thereon is/are transferred to the said Society, but subject to the rights of the Promoters contained herein

25. <u>RESTRICTIONS ON TRANSFER</u>:

a) The Purchaser/s of the said premises will not transfer or assign interest or benefit of this Agreement, until all the dues payable by the Purchasers to the Promoters under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has/ have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/ have

obtained the Promoter's consent in writing to the same.

b) So long as all or any of his /her /their dues herein stated remains unpaid and so long as the said Society shall not be registered, the Purchaser/s shall not, without the prior consent in writing of the Promoters, let, sublet, transfer, assign any rights created under this Agreement or part with the possession of the said premises or any part thereof.

26. <u>FOREIGN / NON RESIDENT INDIAN PURCHASER/S</u>:

a) The Purchaser(s) / 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 Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser(s) / Allottee(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

b) The Purchaser(s) / Allottee(s) shall keep the Promoters fully

indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser(s) / Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) / Allottee(s) to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s) / Allottee(s) and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s) / Allottee(s) only.

27. <u>REPRESENTATIONS OF THE PROMOTERS:</u>

The Promoters hereby represent and warrant to the Purchaser(s) / Allottee(s) that save as specifically mentioned herein:

(i) The Promoters herein have absolute, clear and marketable title in respect of the said Property and the Promoters herein have the requisite rights to carry out development upon the said Property and have the absolute, actual, physical and legal possession of the said Property for the Project.

(ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.

(iii) There are no encumbrances upon the said Property or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land.

(iv) There are no litigations pending before any Court of law with respect to the said Property, Project or the said premises.

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said premises are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building and said premises and common areas.

(vi) The Promoters have 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 Purchaser(s) / Allottee(s) created herein, may prejudicially be affected.

(vii) The Promoters have not entered into any Agreement for Sale and/or Development Agreement or any other Agreement / arrangement with any person or party with respect to the said Property, including the Project and the said premises which will, in any manner, affect the rights of Purchasers) / Allottee(s) under this Agreement.

(viii) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said premises to the Purchasers) / Allottee(s) in the manner contemplated in this Agreement.

(ix) The said Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Property.

(x) The Promoters have duly paid and shall continue to pay and discharge all 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 by or served upon the Promoters in respect of the said Property and/or the Project.

28. The Promoters have informed the Purchasers about its intention to sell the parapet walls of terrace, boundary walls on the external periphery of the said Building (hereinafter called "the said Display Space") and the same shall be utilized only for the purpose of the advertisement which includes hoarding any display of such sign-boards as well as neon light and the Purchaser/s of such Display space shall install separate electric meter for neon-light and shall also bear and pay the Government taxes directly or through the society. The Purchasers of the said Display space shall not contribute any other outgoings to the said Society. The Purchaser(s) / Allottee(s) herein shall not object in any manner and shall co-operate with the Purchaser/s of such Display space as admitting him/her/them as nominal member of the said Society etc. The Purchaser/Society will honor the agreement/understanding between the Promoters and holder of Display space. The Promoters can display their Company name/Logo and put neon Sign/Display at the suitable place of the said Building and the Purchaser/s/Society will not object it, without being liable to pay any compensation, consideration to the Society or its members. The Promoters shall install separate Electric Meter for neon-light and shall bear and pay the charges as per the Bills for the electricity consumed thereof directly to MSEB. The Promoters will not contribute any other outgoings to the Society.

29. This Agreement shall always be subject to the provisions contained in

Real Estate (Regulation and Development) Act, 2016 or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

30. MORTGAGE OF LAND FOR CONSTRUCTION FINANCE:

The Promoter has raised finance by creating mortgage in favour of Aditya birla finance ltd.The Purchaser hereby gives his/her/their express consent to the Promoters to raise any loan against the said Project or unsold units bunder construction and to mortgage the same with any bank or bankers or any other financial institution/s or any part in addition to current financial arrangement with Aditya Birla finance ltd.Any such loan liability shall be cleared by the Promoters at their own expenses.

31. NOTICES AND CORRESPONDENCE:

a. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by prepaid post under Certificate of Posting at his/her/their address specified below:-

Address:

M/S FESTIVE EXPRESS SERVICES PVT LTD,
Plot No.D-227,TTC industrial Area ,
Shira vane MIDC **Promoter Address**
Nerul Navi Mumbai 400706,

b. In case if the Purchaser/s changes his/ her/ their address specified herein then and in that event, the Purchaser/s shall intimate by Registered AD Letter, the new address and shall cause the Promoters to rectify their records by recording the new addresses. In case, if the Purchaser/s fail/s to provide the Promoters his/ her/ their new address, then the Promoters shall

not be liable or responsible for the non-receipt of any letter or communication from the Government authorities and the Purchaser/s alone shall be responsible for all legal consequences arising there from.

32. The Purchaser/s and the Promoters shall, immediately after the execution of this Agreement as well as Deed of Conveyance vesting documents in favour of said Society lodge the same for registration with the concerned Sub-Registrar of Assurances within the time limit prescribed by the Registration Act and the Purchaser/s shall within two days after lodging the same intimate the Promoters of having done so with the date and serial number which the same has been so lodged for registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement as well as Deed of Conveyance / vesting documents in favour of said Society shall be borne and paid by the Purchaser's alone and the Promoters will attend such office and admit execution thereof.

33. ALLOTTEE(S): COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER(S):

The Purchaser(s) / Allottee(s) is / are entering into this Agreement for the allotment of a said premises with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser(s)/ Allottee(s) hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said premises, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said

premises/ at his/ her / their own cost.

34. ENTIRE AGREEMENT:

This Agreement, along with its schedules, 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 premises/plot/building, as the case may be.

35. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the parties by executing such further Supplementary Agreement / deeds / documents / writings mutually decided by the parties hereto.

36. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER(S) ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):

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 Purchaser(s) / Allottee(s) of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

37. WAIVER NOT A LIMITATION TO ENFORCE:

a. The Promoters may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser(s) / Allottee(s) in not making payments as per the Payment Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser(s) / Allottee(s) that exercise of discretion by the Promoters in the case of one Purchaser(s) / Allottee(s) shall not

be construed to be a precedent and /or binding on the Promoters to exercise such discretion in the case of other Purchaser(s) / Allottee(s).

b. Any delay, indulgence and negligence on the part of the Promoters in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchasers shall not be construed as a waiver on the part of the Promoters of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the Promoters.

38. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate (Regulation And Development) Act, 2016 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 Real Estate (Regulation And Development) Act, 2016 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.

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

Wherever in this Agreement it is stipulated that the Purchaser(s) / Allottee(s) has to make any payment, in common with other Purchaser(s) / Allottee (s) in Project, the same shall be the proportion which the carpet area of the said premises bears to

the total carpet area of all the Premises/ plots in the Project.

40. BINDING EFFECT:

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

41. FURTHER ASSURANCES:

The parties hereto 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.

42. JOINT ALLOTTEES:

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

43. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters themselves or through their/its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoters and the Purchaser(s) / Allottee(s). After the Agreement is duly executed by the Purchaser(s) / Allottee(s) and the Promoters the said Agreement shall be registered at the office of the appropriate Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Navi Mumbai.

44. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.

IN WITNESS WHEREOF, THE PARTIES HERETO HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing for construction of Residential Building on Plot No.**187,188,195&196**, Sector-21, Village-Nerul, Navi Mumbai-400706, Taluka and District -Thane, admeasuring area about 1480.469 Square Meters on or thereabouts situated and bounded as follows:

Towards Location of Property Boundaries				
Plot No.	**North by Plot no**	**East by Plot No.**	**South by Plot No**	**West by Plot No.**
187	9 meter wide road	188	196	186
188	9 meter wide road	189	195	187
195	188	194	15 meter wide road	196
196	187	195	15 meter wide road	197

(Hereinafter referred as **"SAID PROPERTY/PLOT")**

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat No._____on the_____Floor, admeasuring _____ Square meters (RERA Carpet area) in the Building/ Project Known as **"SHREEJI DIOS"** to be constructed on **Plot. No.187, 188, 195 & 196 situated at Sector-21, Village- Nerul, Navi Mumbai-400706,Taluka and District -Thane, Maharashtra-400 706, aggregately admeasuring area 1480.469 Square Meters** or thereabouts and which is more particularly described in the First

Schedule mentioned hereinabove.

SIGNED, SEALED AND DELIVERED BY)
M/S FESTIVE EXPRESS SERVICES PVT LTD)
THROUGH ITS AUTHORISED DIRECTORS)

1. **MR. DEVJI VAGHJI PATEL)**

2. **MR. DEVANG DEVJI PATEL)**

IN THE PRESENCE OF

1. **)**

2. **)**

SIGNED, SEALED AND DELIVERED)
BY THE WITHINNAMED "PURCHASER/S")
MR./MRS./ M/S._____)

_____)

IN THE PRESENCE OF.....)

1. **)**

2. **)**

(ANNEXURE- "I")

PAYMENT SCHEDULE:

The Allotee has negotiated the said consideration by offering to pay in the following manner which has been accepted by the Promoter:-

	SCHEDULE OF PAYMENT	PERCENTAGE OF PAYMENT
1	Earnest Money Deposit.	10%
2	Within 30 days from receiving the Booking amount	20%
3	On Completion of Plinth	15%
4	On or before Completion of 1st Slab	3.5%
5	On or before Completion of 2nd Slab	3.5%
6	On or before Completion of 3rd Slab	3.5%
7	On or before Completion of 4th Slab	3.5%
8	On or before Completion of 5th Slab	3.5%
9	On or before Completion of 6th Slab	3.5%
10	On or before Completion of 7th Slab	3.5%
11	On or before Completion of 8th Slab	3.5%
12	On or before Completion of 9th Slab	3.5%
13	On or before Completion of 10th Slab	3.5%
14	On or before Completion of 11th Slab	3.5%
15	On or before Completion of 12th Slab	3.5%
16	On or before Completion of Brick & Plaster Work	5%
17	On or before Completion of Plumbing, Electric & Flooring Work	5%
18	On before Possession of Flat	3.0%
	Total	**100** %

(ANNEXURE "J")

LIST OF AMENITIES:

EXTERNALGRANDROOFTOP AMENITIES:-

Entrance
Lawn

Deck Area

Infinity Pool

Changing Room

Jogging Track/Cycling track

Pebbled Pathway

Chit Chat Corner

Seating Area

Softscape

Podium Landscaped Garden with gym & Indoor Games

Accupressure Walkway

Gazebo

Children's Play Area

INTERNAL AMENITIES (WITH IN THE FLAT) :-

- **FLOORING:**
- **KITCHEN:** Granite kitchen platform, Parallel Service Platform, Branded Stainless Steel Sink.

- **TOILETS/BATH ROOMS**: Designer Bathroom with branded Sanitary Ware, Designer Tiles up to full height in Bathroom, Concealed plumbing with branded CP fittings, Geyser Connection in all Bathrooms.

- **DOORS& WINDOWS**: European Style Panelled Doors with elegant Handles & Locks, Anodized Sliding Windows with tinted glass, Floor to Ceiling Windows.
- **Electrical wiring:** Concealed copper wiring with MCB/ELCS, Branded Electrical Fittings, Telephone, Television and Internet Points.
- **SECURITY**: Video Door Security System, State-of-the art Fire Fighting, Equipment.
- **INTERCOM FACILITY.**
- Entrance door with wooden laminate and internal doors with frame and one side laminate.

LIST OF ANNEXURES

Sr. No.	Annexures	Particulars
1.	Annexure-"A"-Colly	Agreement to Lease dated 3rd April 1995
2.	Annexure-"B"	Modified Agreement dated 12th May,2022, The copy of the said NOC CIDCO order dated 6th October 2022 for demolition of structure and reconstruction of the building in respect of said plots is annexed hereto and marked as *Annexure-" B-Colly"*
3.	Annexure-"C"	Commencement Certificate dated 17th February 2023.
4.	Annexure-"D"	Copy of the RERA Registration Certificate
5.	Annexure-"E"	Entire Layout Plan of the said plot
6.	Annexure-"F"	Report on Title
7.	Annexure-"G"	Typical Floor Plan of the Flat
8.	Annexure-"H"	Copy of Architects Certificate
9.	Annexure-"I"	The Payment Schedule
10.	Annexure-"J"	List of Amenities

R E C E I P T

Received w i t h t h a n k s from the within named A l l o t t e / Purchaser/s Mr./Mrs/M/s. _____, a sum of Rs. _____/- (Rupees_____only) vide Cheque no._____ Dated drawn on _____ _____,_____branch, being the earnest money deposit towards the above mentioned total sale consideration including one stack parking to have been paid by them to us on execution hereof as per terms & conditions of this Agreement for Sale of Flat No.__ on __ floor on project known as Shreeji Dios Village-Nerul, Navi Mumbai-400706, Taluka and District –Thane.

We Say Received.

For M/S Festive Express Services Pvt Ltd

MR._____

MR._____

Authorized Director/s

Promoters

Dated_____this_____day of 202__

Witness:

1.

2.

DATED THIS DAY OF 202

M/S. FESTIVE EXPRESS SERVICES PVT. LTD.

(PROMOTERS)

AND

MR./MRS._____

(PURCHASER/S)

AGREEMENT FOR SALE FOR FLAT NO.