ARTICLES OF AGREEMENT made at Mumbai this ___ day of _____ 201__

BETWEEN

S.D. CORPORATION PRIVATE LIMITED, (PAN NO. AADCS4496C) a Company registered under the Companies Act, 1956 having its registered office at 70, Nagindas Master Road, Fort, Mumbai- 400 023 hereinafter referred to as "**the Promoters**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors) of the One Part;

AND

_____ _____

Allottee(s) initial/s Promoters initial

MR. _____ (PAN NO. _____), Aged ___ years AND MRS. _____ (PAN NO. _____) Aged ___ years Indian Inhabitants, residing at _____, Maharashtra, India, hereinafter called "**the Allottee(s)**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their/ respective heirs, executors, administrators and permitted assigns) of the Other Part:

W H E R E A S:

I) Prior to 1978, the Maharashtra Housing and Area Development Authority (hereinafter referred to as "**MHADA**") established under the Maharashtra Housing and Area Development Act, 1976 (hereinafter referred to as "**MHADA Act**"), was possessed of or otherwise well and sufficiently entitled to all those pieces and parcels of lands admeasuring 2,22,823.50 sq. mtrs or thereabouts bearing C.T.S. Nos. 837 to 840 and corresponding to Survey Nos. 55 and 56 of Village Poiser, Taluka Borivali, Mumbai Suburban District, situate at Kandivali (East), Mumbai 400 101 (hereinafter collectively referred to as "**the Larger Land**");

II) In or about the year 1978, Bombay Housing and Area Development Board, a regional unit of MHADA established under section 18 of the MHADA Act, had a scheme of construction of tenements, allotment and sale thereof to individual allottees under its Economical Weaker Section (EWS) housing scheme, Low Income Group (LIG) housing scheme, Middle Income Group (MIG) housing scheme and High Income Group (HIG) housing scheme;

III) Thereafter, MHADA invited applications from the members of public satisfying the criteria laid down by MHADA for housing accommodation of the above referred categories and issued allotment letters to the eligible applicants for allotment of tenements under its scheme;

IV) In or about the year 1982 the construction of about 166 buildings on the Larger Land was completed and the allottees of the tenements were handed over possession of their respective tenements by MHADA. The Larger Land with the aforesaid buildings are more particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter collectively referred to as "**the Larger Property**").

As per one of the conditions in the Sale Deeds executed by MHADA in favour of the co-operative societies for their respective buildings, the co-operative housing societies have formed and registered a federation/ apex society by the name of "Samata Nagar Co-operative Housing Societies Union Limited" under the Maharashtra Co-operative Societies Act, 1960 under Regn. No. BOM/W-R/HSG(OH)/3246/1987-88 having it's office at 25/486, Vishwa Darshan, Samata Nagar, Kandivali (East), Mumbai –

400 101 (hereinafter referred to as "**the said Federal Society**") and at present 68 co-operative housing societies are members of the said Federal Society;

V) MHADA has executed leases in favour of the respective societies at or for the rent/premium/consideration and subject to conditions and covenants contained therein and have also conveyed the buildings in favour of the said societies. In the circumstances all such societies became seized and possessed of or otherwise well and sufficiently entitled to their respective leasehold portions of the Larger Land and the buildings thereon.

VI) In the year 1995, the buildings on the Larger Property were found to be in dilapidated condition and the same were required to be demolished and reconstructed.

VII) In view thereof, all the member societies passed General Body Resolutions in their respective meetings thereby granting power to the said Federal Society to take all decisions relating to redevelopment of their respective buildings including signing all the documents relating thereto.

VIII) By and under an Agreement for Development dated 31st January, 1998 made between the said Federal Society as the Union of the Societies of the One Part and Truly Creative Developers Private Limited as the Developers of the Other Part (hereinafter referred to as "**the said TCDPL**"), the said Federal Society had appointed the said TCDPL to redevelop the Larger Property in the manner, at or for the consideration and on the terms and conditions contained therein. By and under a General Power of Attorney dated 29th November 1999 executed by the said Federal Society in favour of the said TCDPL and registered with the Sub-Registrar of Assurances at Mumbai under serial No. BBJ/8448/1999, the said Federal Society conferred powers in favour of the said TCDPL to do various acts, deeds and things relating to the redevelopment of the Larger Property and to sell/ transfer structures, flats etc. to be constructed thereon, in the manner specified therein.

IX) However, in breach of the Agreement for Development dated 31st January 1998, the said TCDPL carried out unauthorized construction on a portion of the Larger Property as a result of which on or after 7th April, 2006 various stop work notices/ demolition orders were issued by MHADA and Municipal Corporation of Greater Mumbai ("**MCGM**") in respect of construction carried out by TCDPL on the Larger Property. Thus from the year 2006 there was no progress on account of stop work notices being issued.

X) The said Federal Society challenged the aforesaid stop work notices and demolition orders by filing Writ Petition No.2879 of 2006 before the Hon'ble Bombay High Court against MHADA and MCGM.

XI) The TCDPL had also inducted one M/s. Labha Subha Properties Private Limited (hereinafter referred to as "**the said LSPPL**") as the sub-developer without the consent of the Federal Society and later on terminated the services of the said LSPPL on the ground that the said LSPPL had started claiming itself to be the direct developer instead of sub-developer appointed by the said TCDPL.

XII) Thereafter, in or around January 2007 the said Federal Society terminated the aforesaid Development Agreement dated 31st January, 1998 with the said TCDPL and cancelled/ revoked the aforesaid Power of Attorney dated 29th November, 1999.

XIII) In or about the year 2007, the Developers/Promoters approached the said Federal Society and proposed to undertake the redevelopment of the said Larger Property. Vide a resolution passed at the Special General Body Meeting of the said Federal Society on 7th January, 2007, the managing committee of said Federal Society was authorized to complete the further legal formalities for appointing the Developers/Promoters viz., S. D. Corporation Private Limited as the developer for redevelopment of the Larger Property.

XIV) By and under a Development Agreement dated 19th February 2007 (hereinafter referred to as "**the said Development Agreement**") made between the said Federal Society as the party of the One Part and the Developers/Promoters as the party of the Other Part, the said Federal Society granted to the Developers/Promoters the redevelopment rights in respect of the Larger Property in the manner, at or for the consideration and on the terms and conditions incorporated therein and the same was registered under a Deed of Confirmation dated 28th October 2010 with the Office of the Sub-Registrar of Assurances at Borivali under Serial No. BDR/16/11147/2010 on payment of requisite stamp duty.

XV) By and under a General Power of Attorney dated 21st February, 2007, executed by the said Federal Society in favour of the Developers/Promoters, the said Federal Society has authorized the Developers/Promoters to do various acts, deeds, things and matters in relation to redevelopment of the Larger Property and for sale of the flats/ premises/ areas in the sale buildings, in the manner therein contained.

XVI) Subsequent to the termination of the appointment of the said TCDPL, the said Federal Society prayed for withdrawal of the aforesaid Writ Petition No.2879 of 2006 with request to make representation before MHADA

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and in view thereof the Division bench of the Hon'ble Bombay High Court by order dated 12th of March 2007 was pleased to permit the said Federal Society to withdraw the said petition in order to enable the said Federal Society to make representation in respect of the impugned notices before MHADA.

XVII) Pursuant to the aforesaid order dated 12th of March, 2007 of the Hon'ble Bombay High Court, a hearing was fixed before the Chief Officer, Mumbai Housing & Area Development Board when each of the aforesaid developers and the said Federal Society were heard through their respective representatives Vide order dated 16th July, 2007, the Chief Officer, Mumbai Housing & Area Development Board has held the said Federal Society as eligible and entitled for redevelopment in accordance with the terms and conditions as laid down in no objection granted by MHADA/ Mumbai Board and subject to the compliance of the same and such other conditions as may be imposed by MHADA/ Mumbai Board in future in accordance with the policy of MHADA in the subject matter.

XVIII) The Developers/Promoters paid a penalty/ premium of Rs.3.51 Crores to MHADA as required and also got the stop work notices/ orders withdrawn or set aside by the concerned authorities.

XIX) The said TCDPL thereafter filed S.C. Suit No. 1267 of 2009 (hereinafter referred to as "**the said Suit**") in the Hon'ble Bombay High Court against the said Federal Society and the Developers/Promoters in which an Order dated 14th July 2009 came to be passed by the Hon'ble High Court in Notice of Motion No. 1948 of 2009 by which the said Notice of Motion was dismissed and direction was given for expediting the suit. In the aforesaid order, the Hon'ble High Court has, *inter alia*, prima facie observed there was no impediment in the way of the said Federal Society in terminating the development agreement and power of attorney granted to the said TCDPL and there is hardly any chance of decree for specific performance of contract being passed in favour of the said TCDPL.

XX) Thereafter, TCDPL filed an Appeal against the aforesaid order dated 14th July, 2009, being Appeal No.42 of 2011, before the Division Bench of the Hon'ble High Court. The said Appeal was dismissed by the learned Division Bench by an order dated 10th August, 2011, against the aforesaid order of the Division Bench, TCDPL filed a Special Leave Petition in the Hon'ble Supreme Court of India, being SLP No. 28994/2011. Vide order dated 2nd December, 2011, the said SLP also came to be dismissed. The said Suit however, is still pending in the Hon'ble High Court. However, the said litigation does not restrain the Developers/Promoters from carrying development of the Larger Property, a copy of the litigation certificate is annexed hereunder.

XXI) In the circumstances aforesaid, the Developers / Promoters are entitled to develop the Larger Property by constructing thereon residential and commercial buildings in accordance with the plans and specifications sanctioned and/or which may hereafter be sanctioned by MHADA being the Special Planning Authority appointed by Notification dated 23rd May, 2018 and saleable premises/ units/ areas in the building/s to be constructed thereon;

XXII) Vide an order dated 6th November, 2007 the State Government has sanctioned integrated redevelopment in favour of the said Federal Society for the Larger Land. In view of the same, the Federal Society and consequently the Developers are entitled to develop the Larger Land.

XXIII) MHADA has from time to time issued its approval/ no objection for construction/ redevelopment of portions of the Larger Property to the said Federal Society;

XXIV) The Promoters are implementing a scheme for integrated redevelopment of the Larger Property under Regulation No. 33(5) of the Development Control Regulations of Greater Mumbai, 1991 ("DCR") or Development Control and Promotion Regulation, 2034 for Greater Mumbai (hereinafter referred to as the **"D.C.P.R."**) in a **phase-wise** manner;

XXV) As a part of its obligations under the said Development Agreement and as required under the approvals/ no objection certificates granted by MCGM and/or MHADA, the Promoters are required to rehabilitate the members of several societies mentioned above. For the above purpose, the Promoters are presently in the process of construction of the permanent alternate accommodation buildings for the members of some of the societies on certain portion/s of the said Larger Property;

XXVI) In the second phase of the redevelopment, the Promoters have proposed to construct 1 (one) residential building consisting of 2 Basements + Ground Floor + 5 Podiums + 17 floors and with modifications to the layout of the Units thereby increasing the utilizable areas thereof on a portion of CTS No. 840 A/1 admeasuring 392.91 sq. meters or thereabouts of the said Larger property as more particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as "**the said Property**") and have obtained sanction to the plans from the MHADA and other relevant authorities. The aforesaid building shall be called **"Siennaa Wing C"** ("hereinafter referred to as "**the said Building**");

XXVII) The Promoters have appointed Mr. Anil Kodkani as the Architect for preparing the plans of the building being constructed on the said

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Property and have also appointed JW Consultants LLP as Structural Engineer for preparing designs, drawings and specifications for the construction of the buildings on the said Larger Property;

XXVIII) MHADA has sanctioned the plans and issued Intimation of Disapproval **("IOD")** and the Commencement Certificate ("**CC**"). Authenticated copies of the sanctioned layout of the said Property, authenticated copy of the said IOD and authenticated copy of CC are hereto annexed and marked as **ANNEXURE '1'(Colly)**;

XXIX) The Allottee(s) has/have inspected the site and has/have taken inspection of all the documents/papers and plans, designs and specifications as required under the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") and the Maharashtra Flat Ownership (Regulation of the Promotion of Construction, Sale Management And Transfer) Act, 1963 (hereinafter referred to "**MOFA**") and Rules framed there under and has/have been satisfied with the same;

XXX) The Promoters have registered the said Building as a project under the provisions of RERA with the Real Estate Regulatory Authority at Mumbai under No. 51800019659, authenticated copy whereof is attached in **Annexure** '**1-A**';

XXXI) The Allottee(s) has/have satisfied himself/themselves about the title of the Promoters to develop the said Property and sell the Units in the said Building being constructed thereon. Authenticated copies of the Report on Title dated 11th February, 2011, Supplemental Report on Title dated 30th August, 2013,Second Supplemental Report dated 28th April, 2016 and Third Supplemental Report dated 10th December, 2018 issued by Messrs Kanga and Company, Advocates & Solicitors in respect of certain portions of the said Larger Property (which includes the said Property), is hereto annexed and marked **ANNEXURE "2"(Colly)**. Authenticated copy of the Property Register Card of the said Property is hereto annexed and marked **ANNEXURE "3"**;

XXXII) A copy of the location plan of the said building **"Siennaa Wing C"** is annexed hereto as **ANNEXURE "4"**;

XXXIII) The Promoters have received some of the approvals from MHADA/MCGM and other concerned authority(s) to the plans, specifications, elevations and sections of the said Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain occupancy certificate of the said Building;

XXXIV) The Promoters have informed the Allottee(s) that the Promoters has entered into and shall be entering into separate agreements with several other persons and parties for sale/allotment of flats/premises/garages in

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the said Buildings to be constructed on the said Property on what is popularly known as "ownership basis";

XXXV) The Allottee(s) has/have requested the Promoters to sell to him/her/it/them, on what is popularly known as "ownership basis", a residential **Unit** bearing No. **_____,** admeasuring **_____ sq. feet** of carpet area (i.e. **_____ sq. mtrs.**) , on ……..th Habitable floor (_____ floor as per the plans sanctioned by MHADA) in the said Building known as **"Siennaa Wing C"**, more particularly described in the **THIRD SCHEDULE** hereunder written (hereinafter referred to as **"the said Unit"),** which the Promoters have agreed to do on the terms and conditions hereinafter appearing**.** Authenticated copy of the plan and specifications of the said Unit as sanctioned by MHADA is hereto annexed and marked as **Annexure "5".** The Allottee(s) has agreed to purchase the said Unit with full understanding and awareness of what is stated in this Agreement and the same is the basis of execution of this Agreement for Sale;

XXXVI) The parties herein 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;

XXXVII) Under Section 13 of RERA, the Promoters are required to execute a written Agreement for Sale of said Unit with the Allottee(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. The foregoing recitals shall be treated as forming an integral part of this Agreement and this Agreement shall be read, understood and construed accordingly.

The Promoters are presently constructing one residential Building known as "Siennaa Wing C", consisting of 1 (one) residential building consisting of 2 Basements + Ground Floor + 5 Podiums + 17 floors ("**the said Building**") on the portion of the said Larger Property more particularly described in the Second Schedule hereunder written (hereinafter referred to as "**the said Property**") in accordance with the plans, designs, and specifications approved by MHADA from time to time Provided That the Promoters shall have to obtain prior consent in writing of the Allottee(s) in respect of variations or modifications which may adversely affect the Unit agreed to be sold the

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Allottee(s) hereunder except any alteration or addition required by any Government authorities or due to change in law. As per the sanctioned plan, the ground floor of the said building is for retail/commercial use.

2. (a) The Promoters agree to sell to the Allottee(s) and the Allottee(s) agrees to purchase from the Promoters, on what is popularly known as ownership basis, residential **Unit bearing No**. _____ admeasuring ___**sq. feet** of carpet area (i.e. _____ **sq. mtrs.**) on ____ habitable floor (_____ floor as per the plans sanctioned by MHADA) in the said Building **(**hereinafter referred **"the said Unit")** along with single Car Parking Space. The aforesaid areas are as per the definition of carpet area provided u/s 2(k) of RERA. The floor plan of the Unit has been duly approved and sanctioned by the Competent Authority and annexed to this Agreement and marked as **ANNEXURE "5"**, at and for a lumpsum consideration of **Rs. _____/- (Rupees _____ Only).** The consideration payable shall be subject to tax deductible at source. It is hereby mutually agreed upon by and between the parties hereto that the purchase price of **Rs. _____/- (Rupees _____ Only)** shall be paid by the Allottee(s) to the Promoters as per the Payment Schedule annexed hereto and marked as **ANNEXURE "6".** All applicable taxes, duties, levies, cess etc., including the Service Tax, Value Added Tax, Goods and Services Tax and any other taxes / charges (statutory or otherwise, current or future) as applicable in connection with the construction of the said Building/ the development of the said Property upto the date of handing over possession of the said Unit to the Allottee(s), shall be borne and paid by the Allottee(s) alone.

(b) As per the building plan, the Allottee(s), in addition to the carpet area mentioned above, shall be entitled for additional areas such as dry yard, AHU, duct with service slabs, etc., admeasuring _____ sq. feet (Carpet Area) equivalent to _____ Sq. mtrs., appurtenant to the said Unit (hereinafter referred to as the "**the Appurtenant Areas**').

(c)The Appurtenant Areas shall be exclusive to the said Unit and shall be a limited common areas and facilities. The Allottee(s) herein agree and understand that the Promoters have neither charged nor recovered from the Allottee(s) any additional/ separate price or consideration for the Appurtenant Areas

(d) In addition to the said Unit as referred to above and as incidental to the sale thereof and without charging any price or consideration, the Promoters have also agreed to reserve for the Allottee(s) in the said Building an additional **__ (_____)Car Park Space/s** (hereinafter referred to as "**the said**

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Car Parking Space/s") . The aforesaid reservation of the said Car Parking Space/s is subject to confirmation of the Condominium of Apartments/the Society/the Limited Company that will be formed as hereinafter provided. The single and additional Car Parking Spaces shall hereinafter be referred to as the Car Parking Space or Spaces as the case may be.

(e) The aforesaid Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee(s).

(f) The Promoters shall confirm the final carpet area that has been agreed to be sold/allotted to the Allottee(s), after the construction of the said Building is completed and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. Upto the variation of 3% in the carpet area referred in clause 2(a) above, there shall not be any change in the total price referred in clause 2(a) above. In case the variation is beyond the above referred 3%, the total price referred in clause 2(a) above shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area beyond the aforesaid agreed variation, then the excess money paid by Allottee(s) to the extent of the reduced area which is beyond the agreed variation, shall be adjusted towards the next milestone of the Payment Plan/ installment of the consideration. If there is any increase in the carpet area beyond the aforesaid agreed variation, the Promoters shall demand additional amount to the extent of the increased area which is beyond the agreed variation, from the Allottee(s) in the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter that can be ascertained from the consideration stated in Clause 2(a) of above.

(g) The Allottee(s) authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in their sole discretion deem fit and the Allottee(s) undertakes not to object/resist/demand/direct the Promoters to adjust his/her payments in any manner.

3. The common areas and facilities to be provided by the Promoters in the said Buildings are specified in the **FOURTH SCHEDULE** hereunder written

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and the fixtures, fittings and amenities to be provided by the Promoter in the said Unit are specified in the **FIFTH SCHEDULE** hereunder written. The residential units in the said building shall share the common areas and facilities of the building with the purchasers/lessees of the Retail/commercial. The Allottee(s) has /have satisfied himself/herself/themselves/itself about the common areas and facilities and the fixtures, fittings and amenities to be provided and shall not take any objection in respect thereof.

4. The said Unit shall be used for the purpose of residence only. The said Car Parking Space/s shall be used only for the purpose of parking a car only.

5. (a) The Promoters may at their sole discretion, form either a Condominium of Apartments and/or Co-operative Society and/or Limited Company and/or a common organization / body of Allottee(s) as the Promoters may deem fit (hereinafter collectively referred to as "**the Condominium of Apartments/the Society/the Limited Company**") and that the Allottee(s) hereby consents to the same and shall not dispute the decision of the Promoters in this regard. The Promoters shall endeavor to form the Condominium of Apartments/the Society/the Limited Company as per the provisions of the local laws.

(b) The Allottee(s) hereby agrees to co-operate with the Promoters in the formation of Condominium of Apartments/the Society/the Limited Company and sign and execute, on being called upon, all applications forms and other papers required for this purpose.

6. The Promoters hereby declare that the Floor Space Index available as on date in respect of the said Property excluding the retail/commercial is 5494.11 square meters only and Promoters have planned to utilize Floor Space Index of NIL by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the project of the said Building. The Promoters have disclosed the Floor Space Index (excluding the retail/commercial) of 5494.11 sq. mts. as proposed to be utilized by them on the said Property in the aforesaid project and Allottee(s) has agreed to purchase the said Unit based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

6A. As per its guidelines, MHADA shall grant one or more lease/s for the Larger Property or part/s thereof at or for the rent and on the terms, conditions and

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covenants to be recorded in such lease/s initially for a period of thirty years and renewable for a further period of thirty years. With respect to the said Property, such lease will be in favour of the Condominium of Apartments/the Society/the Limited Company to be formed in respect of the said Property in accordance with the guidelines framed by MHADA and the Promoters shall facilitate the execution of such lease by MHADA. At the time of the execution of such Lease Deed, the Promoters shall execute and register, the Deed of Conveyance/ Deeds of Apartment in respect of the said Building in favour of the Condominium of Apartments/the Society/the Limited Company of the Allottee(s) in the said Building. The Promoters shall endeavor to execute and register the aforesaid Deed of Conveyance/ Deeds of Apartment within 3 months from the receipt of Completion Certificate from the Competent Authority.

7. (a) The Allottee(s) shall, without demand, pay to the Promoters all installments on the respective due dates as mentioned in the payment schedule i.e. **Annexure "6"** herein, time being the essence of the contract.

(b) In the event, the Allottee(s) commits any breach in the payment as mentioned in **Annexure "6"** or his/her share of taxes, levies, etc. or other amounts payable by the Allottee(s) to the Promoters under this Agreement, then:

(i) the Promoters shall be entitled to terminate this Agreement and shall be entitled to forfeit, as liquidated damages, 10% (Ten per cent) of the total sale consideration and in the event of any brokerage having been paid by the Promoters then 10% (Ten per cent) of the total sale consideration plus the amount of brokerage actually paid by the Promoters in respect of the said Unit, Provided that Promoters shall have given notice of fifteen days in writing to the Allottee(s), as per clause 20 below of their 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 and the Allottee(s) shall fails to rectify the breach or breaches mentioned by the Promoters within the period of notice.

The balance amount, if any, out of the installments already received by the Promoters, shall be returned to the Allottee(s) by the Promoters within 30 days of such termination. On and from the date of such termination, the Promoters shall be entitled to sell and dispose of the said Unit immediately to any other person/party without any further notice and/or recourse to the Allottee(s). In case the aggregate amount of the installment(s) paid by the Allottee(s) to the Promoters is not sufficient for payment/adjustment of the aforesaid liquidated damages, then the Allottee(s) shall make payment of the deficient amount of the liquidated damages to the

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Promoters latest within 15 (fifteen) days of receiving the written demand from the Promoters for the same; or

(ii) The Allottee(s) shall be liable to pay to the Promoters interest as specified under the Rules framed under RERA from the date of default till realization; or

(iii) The Promoters shall have the option of specific performance of this Agreement by the Allottee(s);

It is agreed and understood by the Allottee(s) that the Promoters shall be solely entitled to exercise any of these options as mentioned in this clause as deemed fit by the Promoters.

8. The Allottee(s) shall take possession of the said Unit by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, within 2 (two) months of the Promoters giving written notice to the Allottee(s) intimating that the said Unit is ready for use and occupation (after having obtained the occupation certificate). The Promoters shall not be responsible and/or liable for any damages to the Unit after the expiry of the aforesaid period. The Allottee(s) shall also be liable to bear and pay the maintenance charges and all other outgoings with effect from the expiry of 15 (fifteen) days from the date of the Promoters giving the aforesaid notice to the Allottee(s).

9. Subject to the Promoters having received the full purchase price in respect of the said Unit and all other amounts payable by the Allottee(s) in respect of the said Unit, the Promoters shall give possession of the said Unit to the Allottee(s) on or before 31st December 2022 Provided however that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Unit within the stipulated period as aforesaid, if the completion of the said Building in which the said Unit is to be situated is delayed on account of -

(a) non-availability of steel, cement, sand, other building materials, water or electric supply;
(b) war, civil commotion, earthquake, floods, storm, lightning, terrorist attack, riots, strikes of workmen, labourers or other persons or act of State and/or God;
(c) any notice, order rule, notification, circular, direction of the Government and/or other public or competent authority or injunctions, stay or prohibitory orders passed by any court, Tribunal, Body or Authority;
(d) non-issuance or availability of any required sanctions or permissions;
(e) Any other reason beyond the reasonable control of the Promoters.

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However, under no circumstances shall the Allottee(s) be entitled to possession of the said Unit without first paying to the Promoters all the amounts, including interest if any, due under this Agreement, maintenance deposit, taxes, charges, duties, levies, cess, etc. in terms of this Agreement including interest/penalty, etc., if any, due thereon.

10. Subject to the entitlement of the Promoters for reasonable extension as stated above, if the Promoters fail to abide by the time schedule for completing the project and handing over the said Unit to the Allottee(s), the Promoters agree to pay to the Allottee(s), who does not intend to withdraw from the project, interest as specified in the Rules framed under RERA, on all the amounts paid by the Allottee(s), for every month of delay, till the handing over of the possession of the said Unit to the Allottee(s).

11. (i) The Allottee(s) alone shall be liable for stamping / franking and registering this Agreement, the Deed of Apartment (if applicable) and all other allied documents as required by law as well as paying the stamp duty and the registration charges, including penalty, if any, payable in respect of this Agreement, the Deed of Apartment (if any) and/or any other allied documents to be executed between the parties hereto. The Promoters shall not be responsible nor liable to contribute any amount towards the same.

(ii) The Allottee(s) will present this Agreement for registration within 4(four) months from the date hereof and the Promoters will attend the office of Sub-Registrar and admit execution thereof, after the Allottee(s) inform/s them the number under which it is so presented for registration.

(iii) The Allottee(s) shall, in addition to consideration money, pay the stamp duty, registration charges and all other costs, charges, outgoings and expenses relating to all other documents to be executed by the Allottee(s) and/or the Promoters upto transfer of the said Property and the said Building in favour of the Condominium of Apartments/the Society/the Limited Company to be formed. The Allottee(s) shall also pay to the Municipal Corporation, MHADA, Government or other public body or authority his/her/their share of development or betterment charges or any other cess, tax, levy or payment that may be hereafter charged, levied or sought to be recovered in respect of the said Property, the said Building and the other structures standing thereon or any part thereof. The sale price of the said Unit is calculated on the aforesaid basis and the Promoters are not and shall not contribute any amount towards any of the aforesaid costs, charges and expenses and outgoings.

12. Nothing contained in these presents is intended, nor shall be construed to be a grant, demise, sale, transfer or assignment in law of the said Building or any part/s thereof or the said Property or any part/s thereof to the Allottee(s).

Allottee(s) initial/s _____ Promoters initial _____

13. The Promoters may complete any wing/Tower, part, portion or floor of the said Building and obtain part Occupation Certificate/s and give possession of the Unit/s to the Allottee(s) hereof and the Allottee(s) shall not be entitled to raise any objection thereto. If the Allottee(s) take/s possession of the said Unit in such partly completed wing, part or portion or floor, the Promoters or their agents or contractors shall carry on the remaining work with the Allottee(s) occupying his/her/their Unit. The Allottee(s) shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them.

14. It is expressly agreed and acknowledged by the Allottee(s) that all common areas, facilities and amenities including but not limited to the terrace on the top floor of the said Building, the staircases, passages, lift lobbies, lifts, refuge floor/areas, etc. shall always vest with the Promoters alone, till the said Property and the said Buildings are transferred to the Condominium of Apartments/the Society/the Limited Company, contemplated herein, and the Allottee(s) shall not claim any rights in respect of the same, however the Allottee(s) shall pay their proportionate share of maintenance of such common areas, facilities and amenities, etc. from the date of the Occupation Certificate including part Occupation Certificate.

15. The Promoters may sell, transfer, assign or encumber all their rights, title and interest in the said Property or any part thereof (subject to the rights and interests created in favour of the Allottee(s) including in respect of the unsold units in the said Building without in any manner affecting the Allottee(s) rights hereunder.

16. The Allottee(s) has/have inspected the site and acquainted himself/ herself/ themselves/ itself with the Promoters' title to the said Property/Larger Property and their right to sell the said Unit on "ownership basis" and shall not raise any requisitions / objections hereafter or otherwise.

17. (a) On demand by the Promoters, the Allottee(s) shall pay to the Promoters the ad hoc monthly contribution towards common maintenance charges for a period of 24 (Twenty Four) months in advance at the rate of Rs. 17/- (Rupees Seventeen Only) per sq. ft. of the carpet area of the said Unit and from the expiry of 15 days from the date of the Promoters offering possession of the said Unit to the Allottee(s), the Allottee(s) shall regularly pay to the Promoters the monthly contribution as may be determined by the Promoters from time to time on or before the 5th day of each and every month towards his/her/their provisional proportionate share of any and other expenses, outgoings and expenses due in respect of the said Unit till the formation of Condominium of Apartments/the Society/the Limited Company on account of the following, *inter alia* viz:

Allottee(s) initial/s _____ Promoters initial _____

i) Maintenance, repairs to the building, the compound, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, etc.
ii) Cost of keeping the property clean and lit;
iii) Decorating and/or painting the exterior of the building, passages and staircases after date of possession or the date of OC.
iv) Municipal, Property and other taxes, cesses, levies and premia in respect of the insurance of the building, land revenue, assessments, etc.;
v) Salaries and wages of persons employed as security and/or for cleaning the property, operating water-pumps, maintaining records, etc.
vi) Water & Sewerage charges & taxes etc.
vii) Other funds as may be determined by the Promoters.
viii) Rent & cost of water meter or electric meters.
ix) Cost of water supplied by water tankers.
x) Facility management charges as may be decided by the agency appointed by the Promoters or their nominees/assigns, etc.
xi) Maintenance of common areas, etc. and
xii) All other outgoings due in respect of the said Property including those incurred for the exclusive benefit of an Allottee(s) and/or his/her/their/its Unit.

The amounts of deposits and outgoings payable by each Allottee(s) has been fixed provisionally by the Promoters based on the ratio the carpet area of the said Unit bears against the total carpet area of the said Building and the Allottee(s) shall be bound by the same. After formation of the Condominium of Apartments/the Society/the Limited Company, the Condominium of Apartments/the Society/the Limited Company or the execution of lease in favour of the Condominium of Apartments/the Society/the Limited Company, the Condominium of Apartments/the Society/the Limited Company may at its discretion, revise and re-fix the amounts payable for different Units. If the amount of ad hoc monthly contribution fixed by the Promoters, prior to formation of the condominium of apartment, is found to be short, the Allottee(s) shall pay to the Promoters on demand such differential amount as may be fixed by the Promoters. All monies paid by the Allottee(s) are ad hoc and accounts thereof shall be maintained by the Promoters till lease of the said Property in favour of the Condominium of Apartments/the Society/the Limited Company. The Allottee(s) agrees that in the event the said Property is not assessed for property tax, the Allottee(s) shall pay such ad-hoc property tax as determined by the Promoters or the Municipal Corporation and after the assessment, shall pay the difference if any in the property tax. The Allottee(s) also agrees that in the event of transfer of the said Unit before such assessment, he/she/it shall ensure that the prospective Allottee(s) of the said Unit is bound by this Agreement including the payment of ad-hoc/differential/assessed property tax as the case may be and keep the Promoters indemnified thereto.

(b) The Allottee(s) shall without demand be liable to pay and shall pay all the outgoings of the said Unit including Municipal/ property Taxes, maintenance charges, etc. from the expiry of 15 days from the date of the Promoters offering possession of the said Unit to the Allottee(s) irrespective of the fact that the Allottee(s) has/have taken possession of the said Unit or not or has/have paid the full consideration or not. The deposit given for payment of outgoings by the Allottee(s) to the Promoters shall be adjusted against recurring maintenance. The said deposit will be adjusted for payment of the maintenance, outgoing charges before the possession of the said Building/project is handed over to the Condominium of Apartments/the Society/the Limited Company.

(c) In the event the Allottee(s) fails to make payment of the outgoings including Municipal/ property Taxes and maintenance charges as mentioned herein, the Allottee(s) shall be liable to pay to the Promoters interest specified under the Rules framed under RERA on such defaulted payment till realization and the Promoters shall be entitled to prohibit such defaulter Allottee(s) from the benefits of the Common areas and facilities.

18. The name of the said Building i.e. "Siennaa Wing C" shall not be changed without the written consent of the Promoters.

19. Any delay or indulgence on the part of the Promoters in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Allottee(s) nor shall the same in any manner prejudice any of the Promoters' rights hereunder.

20. All letters, receipts and/or notices dispatched by the Promoters by Registered A.D or under Certificate of Posting or courier or air mail to the Allottee(s) at the address given first hereinabove in this Agreement (unless any change of the same is confirmed by the Allottee(s) in writing and acknowledged by the Promoters in writing) shall be deemed to have been properly delivered to him/her/them on the 7^{th} day of its posting if sent by Registered A.D/ under Certificate of Posting/courier and in any other case on confirmation of delivery.

21. Even if the lease of the said Property is executed in favour of the Condominium of Apartments/the Society/the Limited Company, the Promoters will not be bound to hand over possession of said Unit to the Allottee(s) or to the Condominium of Apartments/the Society/the Limited Company unless and until all the amounts which are due and payable by the Allottee(s) to the Promoters under this Agreement or otherwise are paid along with interest, if any, to the Promoters. The Promoters shall have lien

Allottee(s) initial/s _____ Promoters initial _____

for unpaid price along with interest and all other payments under this Agreement, if any, payable to them as also for any other amount payable by the Allottee(s) to the Promoters, till the time such amount with interest, if any, is paid to the Promoters, the Allottee(s) or the Condominium of Apartments/the Society/the Limited Company will not be entitled to possession of the said Unit. The possession of the Promoters shall continue till then.

22. (a) The Allottee(s) shall, on or before delivery of possession of the said Unit, keep deposited with the Promoters or pay the following amounts by way of charges:

i) Rs. _____/-	application money/ share application charges/ entrance fee of the Condominium of Apartments/the Society/the Limited Company to be formed;
ii) Rs._____/-	towards costs for formation and registration of the Condominium of Apartments/the Society/the Limited Company ;
iii) Rs. _____/-	towards Electric supply connection charges (Main) towards Installation of Electric Meter, water meter and for making deposit to the MCGM for getting permanent water connection and to the Maharashtra State Electricity Board for getting electric connection.
iv) Rs. _____/-	ad hoc on the aggregate carpet area of the said Unit and the Appurtenant Areas towards advance maintenance for a period of 24 month.
v) Rs. _____/-	Corpus Fund
vi) Rs. _____/-	installation of LPG connection, cost of meters
vii) Rs._____/-	Development/Infrastructure charges
viii) Rs. _____/-	Amenities development charges
ix) Rs. 5,000/-	Legal Charges
x) Rs. 25,000/-	Club House fees as advance

(b) The Allottee(s) agree/s to pay all the taxes, charges, duties, levies, cess in whatsoever form and nomenclature leviable for the transaction hereunder as and when demanded by the Promoters without any reservation and or objection. In the event of failure to pay such taxes, charges, duties, levies, the Promoters reserve its right to deduct the same from the amounts mentioned hereinabove and the Allottee(s) shall make good such deducted amount either to the Promoters or the Condominium of Apartments/the Society/the Limited Company as the case may be. It is

further agreed by the Allottee(s) that the Promoters shall have the discretion to direct the Allottee(s) any or all of the abovementioned amount in its favour or in favour of any of its nominees/assigns/subsidiary/associate Company, etc.

(c) It is further agreed and understood by the Allottee(s) that in the event, any taxes, charges, etc., are paid by the Promoters on behalf of the Allottee(s), the same shall be appropriated/ adjusted by the Promoters from the amounts mentioned herein. The payments aforesaid shall be made by the Allottee(s) irrespective of the fact that the amenity towards which the said amount has been paid is mobilized or not at the time of possession of the said Unit. In the event there is a shortfall in any of the estimated amounts mentioned herein, the Allottee(s) shall be liable to pay the shortfall to the Promoters forthwith on receiving intimation, whether oral or written. In case of failure or negligence of the Allottee(s) to pay such shortfall, the same shall attract interest as specified under the Rules framed under RERA from expiry of seven days from the date on which such intimation is given by the Promoters till actual payment thereof.

(d) It is agreed by the Parties that the Promoters shall not be liable to pay maintenance of the Units remaining unsold pre or post the Occupation Certificate and the Allottee(s) or the Condominium of Apartments/the Society/the Limited Company shall not raise any objection thereto. After the formation of the Condominium of Apartments/the Society/the Limited Company, the Corpus and/or other maintenance charges, outgoings, property taxes including difference if any after assessment and penalties/interest thereon if any, dues, levies, taxes, etc., for such unsold Units will be deposited by the prospective allottee(s) as and when the same are sold by Promoters.

23. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee(s) as advance or deposit, sums received on account of the share capital for the formation of the Condominium of Apartments/the Society/the Limited Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

24. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority, at the time of sanctioning the plans and shall before handing over possession of the said Unit to the Allottee(s) obtain from the concerned local authority occupation certificate of the said Building / part thereof.

25. It is hereby agreed and understood by and between the Parties hereto that in the event the Allottee(s) is/are desirous of transferring the said Unit and such transfer is consented to in writing by the Promoters :

(a) if such transfer is prior to the Allottee(s) having received possession of the said Unit, he/she/they/it shall pay to the Promoters, a sum calculated at the rate of 2% (two per cent) of the total consideration that will be stated in the resale Agreement or the prevalent market value of the said Unit whichever is higher, as and by way of transfer charges;

(b) if such transfer is after possession but prior to execution of Lease Deed of the said Property by MHADA, he/she/they/it shall pay to the Promoters a sum calculated at the rate of 2% (two per cent) of the resale Agreement Value or the prevalent Market Value of the said Unit, whichever is higher, as and by way of transfer charges;

(c) if such transfer is after execution of Lease Deed/Conveyance in favour of the Society/Condominium/Company referred in clause 6A above, the transfer charges shall be as provided in the concerned Bye-laws.

It is hereby clarified by the Promoters and agreed and confirmed by the Allottee(s) that for the purposes of this Agreement, transfer charges under this clause shall be payable by the Allottee(s) to the Promoters irrespective of the mode of transfer of the said Unit including transfer by way of outright sale and purchase of the said Unit or transfer by sale and purchase of majority or 100% shareholding or interest (in any form whatsoever) of the Allottee(s) (in cases where the Allottee(s) is a corporate entity).

26. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represent and warrant to the Allottee(s) as follows:

i. The Promoter's title to the said Property is as stated in the Title Reports annexed hereto and has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the project;

ii. The Promoters has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;

Allottee(s) initial/s _____ Promoters initial _____

iii. There are no encumbrances upon the said Property or the said Building except those disclosed in the aforesaid Title Reports and this Agreement;

iv. Other than the said Suit disclosed in the recitals above, there are no litigations pending before any Court of law with respect to the said Property or project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the said Property and the said Building 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/wing 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 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 or the said Unit, which will in any manner, affect the rights of Allottee(s) under this Agreement;

viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;

ix. At the time of execution of the Deed of Conveyance/ Deeds of Apartment of the said Building to the Condominium of Apartments/the Society/the Limited Company, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the building to the concerned condominium/society/company of the Allottee(s) in the said Building;

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

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the said Property and/or the project except those disclosed in the Title Reports and this Agreement;

xii. After the Promoters executes this Agreement, they shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s).

27. If any further FSI becomes available or the FSI is increased on account of change in the existing policy or any further FSI is available by use of any T.D.R. or otherwise hereafter upto the date of execution of the Lease Deed by MHADA in favour of the Condominium of Apartments/the Society/the Limited Company, then the Promoters shall have exclusive right to utilize such increased FSI as deemed appropriate and the Allottee(s) hereby grants his/ her/ their unconditional and irrevocable consent for the same and if demanded by the Promoters, further written consent shall be given by the Allottee(s) to the Promoters within 15 (fifteen) days of written demand from the Promoters, failing which the further consent of the Allottee(s) shall be deemed to have been granted to the Promoter at the expiry of the aforesaid period of 15 (fifteen) days. Upto the execution of the aforesaid Lease Deed, the Allottee(s) and the Condominium of Apartments/the Society/the Limited Company will not have right to use of any T.D.R. or otherwise, any further F.S.I. if granted or to consume any F.S.I. even permitted in the future. All the costs, charges and expenses of such construction shall be borne and paid by the Promoters. The Allottee(s) and the Condominium of Apartments/the Society/the Limited Company hereby unconditionally and irrevocably agree and give his/her/its/their express consent and authority to the Promoters for utilizing such FSI and such consent and/or authority shall be considered to be the Allottee(s)' consent contemplated under the applicable laws/ rules.

27A. In view of the development being carried out on the Larger Property/Larger Land as an integrated redevelopment, notwithstanding anything contained in this agreement, any increase in the Floor Space Index on the Larger property on account of change in the applicable laws/regulations prior to or after the registration of this agreement and till the completion of the development on the said Larger property/Larger Land shall solely belong to the Promoters and the Promoters shall be at liberty to utilize the same in the manner deemed appropriate and the Allottee(s) and the Condominium of

Allottee(s) initial/s Promoters initial

Apartments/the Society/the Limited Company hereby unconditionally and irrevocably agree and give his/her/its/their express consent and authority to the Promoters for utilizing such FSI and such consent and/or authority shall be considered to be the Allottee(s)' consent contemplated under the applicable laws/ rules, however, all the costs, charges and expenses towards obtaining and of utilization of such increased Floor Space Index shall be borne and paid by the Promoters.

28. If at any time further construction is carried on, as herein before provided, by the Promoters on the said Property, then the Promoters shall be entitled to sell, lease, give on leave and license, Units / the entire structure in such further construction on ownership basis to others for their own benefit and shall be entitled to the price and consideration received from them for its own use and benefit. The Allottee(s) and the Condominium of Apartments/the Society/the Limited Company will not have any share, right, title, interest or claim therein.

29. The aforesaid provision regarding construction to be carried out in future by the Promoters and their right to sell the same on ownership basis and/or lease to the Condominium of Apartments/the Society/the Limited Company to admit such Allottee(s) as member/s shall continue to remain in effect even after the lease is executed by MHADA of the said Property is executed in favour of the Condominium of Apartments/the Society/the Limited Company of the Allottee(s)/or any other body to be formed.

30. The Allottee(s) shall pay proportionate share of property tax either to the Promoters or if so directed by the Promoters, directly to the Municipal Corporation of Greater Mumbai assessed on the said Buildings PROVIDED HOWEVER that if any special taxes and/or rates are demanded by the Municipal Corporation or any other authority by reason of any permitted use other than the one referred herein or any other user of the said Unit, the Allottee(s) alone shall bear and pay any new or future taxes, increases, levies, rates, etc. from the date of Occupation Certificate.

31. The Allottee(s) hereby agrees and undertakes that in the event of any amount by way of rates, taxes, assessments, land revenue premium, betterment charges, development tax, sales tax, value added tax, turnover tax or any other tax, GST, levy, payment, imposition or assessment whatsoever by whatever name called (present, future or otherwise) including any payment required to be made by the Promoters or recovered from the Promoters or for which the Promoters are liable under the Maharashtra Sales Tax on the Transfer of Property in Goods involved in the execution of works Contract Act No. XIX of 1985 or any statutory modification or re-enactment thereof or any other Act (State or Central) of similar nature becoming payable by the Promoters to the Government or to the Municipal Corporation of Brihan Mumbai or other local or public bodies

Allottee(s) initial/s _____ Promoters initial _____

or authorities, the same shall be reimbursed and paid by the Allottee(s) to the Promoters in proportion to the area of the said Unit to the aggregate area. The proportionate amounts payable as determined by the Promoters shall be final and binding on the Allottee(s) who shall pay the same to the Promoters, forthwith upon demand in writing by the Promoters and on failure, the Promoters shall be entitled to take necessary steps for recovery of the same including restraining the Allottee(s) from the use of the common areas and facilities and till such time the amount is recovered, it shall be a charge on the said Unit. The Allottee(s) shall not be entitled to possession of the said Unit unless all such taxes, charges, cess, etc., levied by any Authority upto the date of Occupation Certificate, is paid by the Allottee(s). In the event the possession of the Unit is handed over, the Condominium of Apartments/the Society/the Limited Company shall deduct the same from the Allottee(s) any contribution and pay the same to the Promoters.

32. Apart from the amenities for recreation provided in the building, the Promoters have proposed to construct a Club-House on a portion of the said Larger Property consisting of facilities such as Health Club, Guest Rooms, Restaurants, and convenience stores/services, etc. as permissible (hereinafter referred to as the **"Club-House"**) subject to approvals/ sanctions from the Competent Authority. The Club-House will be owned by the Promoters and/or their nominee(s) and/or licencees / conductors and their successors and assigns and the membership fees shall be Rs. 5,00,000/- (Rupees Five Lakhs Only). The Allottee(s) has agreed to pay a sum of Rs. 25,000/- (Rupees Twenty Five Thousand only) as and by way of advance towards the said membership fees and undertakes to pay the balance on demand by the Promoters and on full payment thereof the Promoters shall grant membership to the Allottee(s) upon such terms and conditions formulated thereof. The Allottee shall pay the fees as directed by the Promoters to itself or its nominees, assigns, etc. as the case may be. The Promoters have informed the Allottee(s) and the Allottee(s) has/have understood, agreed and confirmed that the Club-House facilities shall also be made available to third parties desirous of availing membership thereof at or for the terms and conditions set out in the form of application for the membership of the said Club-House. The Promoters have further informed the Allottee(s) and the Allottee(s) has/have understood, agreed and confirmed that certain car parking spaces in the project shall be permitted for use of the third party members of the Club-House. The Allottee(s) or Condominium of Apartments/the Society/the Limited Company will not have any share, right, title, interest or claim in the said Club- House. The Promoters or their successors and assigns shall freely, at its own discretion and without any consent, (whether express or implied), of the Allottee(s) be entitled to grant the membership of the Club-House to any person or Company, whether or not such person or Company is a Allottee(s) of any Units in the project. The consideration to be received for grant of such membership including admission fees, one time premium, non-refundable

deposits or such other one time receipts/ amount shall exclusively belong to the Promoters or its nominee(s), as the case may be. All costs of construction of the Club House shall be borne by the Promoters. The said consideration money so payable to the Promoters will not create any right, title and interest of whatsoever nature in the Club-House in favour of the Allottee(s). All costs, charges and expenses of maintenance, repairs, reconstruction, renovation, payment of outgoings shall be incurred by the members of the Club-House or agency appointed by the Promoters for this purpose.

Provided, however, in the event, the approvals of the Club house are obtained by the Promoters at any time prior to handing over of the possession of the said Unit to the Allottee/s, the Promoters shall be entitled to raise a demand for the payment of the membership fees either in tranches or in full and the Allottee/s hereby agree/s to pay the same as per the demand.

33. The Promoters have engaged an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Promoters have appointed a structural Engineer for preparation of the structural design and drawings of the said Building and the Promoters accept the professional supervision of the said Architect and the said Structural Engineer till the completion of the same.

34. Before taking possession of the said Unit, the Allottee(s) shall pay to the Promoters such ad hoc amounts as they in their turn might have paid to the BSES Limited/BES&T/Tata Power/ MSEB as deposit for electric meters to be fitted to the said Unit. The Allottee(s) shall be liable to pay electrical bills raised by power supply Company from the date of the installation of the meter for the said Unit.

35. (a) For the period upto the date of the execution of the Lease Deed by MHADA or the completion of the development on the Larger Property/Larger Land whichever is later, the Promoters hereby reserve their right to utilize for itself or to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc., on any open spaces in the said Property and the said Building including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoters may desire. Furthermore, the Promoters shall also have the right to enter into third party agreements with tech providers for installation of any technology/mobile boosters or any other income generating scheme, etc., and to appropriate the income thereto.

(b) If any Municipal rates, taxes, cesses, assessments are imposed on the said Property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said Property, the same shall be borne and paid wholly by the Promoters and/or

the holders of such rights. The Promoters and/or the holders of such rights shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Allottee(s) will not object to the same for any reason whatsoever and shall allow the Promoters, their nominees, agents, servants, etc., to enter into the said Property, the terrace and any other open spaces in the said Property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoters shall be entitled to transfer or assign or licence such right to any person/s whom they may deem fit and the Allottee(s) or the Condominium of Apartments/the Society/the Limited Company shall not raise any objection thereto.

36. For the period upto the date of the execution of the Lease Deed by MHADA, the Promoters hereby reserve the right to allow Telecommunication Companies/ Mahanagar Gas Company to use the open spaces, or top terrace or any other portion of the said Building and/or the said Property, in such manner, as they may deem fit and proper including installation of their equipment, machinery, etc, as permitted under applicable laws. If any Municipal rates, taxes, cesses, assessments are imposed on the said Property due to such installations of machinery by telecommunication Company/Mahanagar Gas Company put up on the open spaces or terraces or any other portion of the said Property, the same shall be borne and paid wholly by the Promoters and/or the holders of such rights. The Promoters and/or the holders of such rights shall be exclusively entitled to the income and profits that may be derived by way of consideration, rent/compensation or in any other form received from telecommunication company or from any one on account of installation of any machinery as aforesaid at any time hereafter. The Allottee(s) will not object to the same for any reason whatsoever and shall allow the Promoters, their nominees, agents, servants, etc., to enter into the said Property, for the purpose of putting and/or preserving and/or maintaining and/or removing the machinery, installed. The Promoters shall be entitled to transfer or assign or licence such right to any person/s whom they may deem fit and the Allottee(s) or the Condominium of Apartments/the Society/the Limited Company shall not raise any objection thereto.

37. It is hereby expressly agreed and understood by the Allottee(s) that the Promoters shall be entitled to develop and sell all the Units in the said Buildings and all other units/premises/blocks/areas, if any, being constructed on the said Property. The same may be permitted by the Promoters for being used for the purpose of guest house, dispensaries, nursing homes, maternity homes, consulting rooms, hotel, department store, place of worship, banks, community halls, stalls or any residential or non-residential use including but not limited to retail/commercial, etc.as deemed fit by the Promoters and as may from time to time be permitted under the DC Regulations and/or by the concerned authorities and no objection

thereof shall be raised by the Allottee(s) or the Condominium of Apartments/the Society/the Limited Company.

37A. At the option of the Promoters, the retail/commercial/non-residential areas constructed on the ground floor shall be retained by the Promoters or sold or leased or disposed of in the manner deemed appropriate by the Promoters and the such transferees/lessees/licensees/operators/conductors, etc shall be entitled to all the common areas and facilities of the said building and the said property on payment of proportionate charges. It is agreed by the Allottee/s that the Promoter shall be entitled to form a separate entity of retail/commercial/non-residential Allottee/s for the purposes of payment for maintenance or otherwise for the use of common amenities and facilities of the said building and the said property.

38. The Allottee(s) shall not be entitled to sell, transfer, let, sub-let, assign, mortgage, charge or in any manner encumber or deal with or dispose off or part with his/her/their interest under this Agreement or benefit of this Agreement or the said Unit until (a) all the amounts and other deposit payable by him/her/them to the Promoters under this Agreement are fully paid up, (b) if the Allottee(s) has/have not been guilty of breach of or non-observance of any of the terms and/or conditions of this Agreement and (c) he/she/they obtain the previous consent in writing of the Promoters.

39. In the event the unit Allottee(s) are desirous of carrying out interior work in the said Unit prior to and/or after the possession date, he/she/they shall, be entitled to do so, subject to prior permission of the Promoters. The Allottee(s) shall deposit Rs. 2,00,000/- (Rupees Two Lac only) with the Promoters as refundable (interest free) security deposit, till such interior work in the said Unit is completed and all debris/waste so generated is cleared by the Allottee(s). In the event of any damage caused to the areas outside the Unit, the Promoters shall adjust the said deposit towards such damage and refund the balance, in the event of shortfall, the Allottee(s) shall make good the same.

40. Until such time as the development of the entire project is completed, the possession of all the units is delivered to the Allottee(s), and the lease of the said Property in favour of the Condominium of Apartments/the Society/the Limited Company or the entire development of the said Larger Land/Larger Property is completed, the Promoters shall be entitled at their discretion, to manage and maintain the said Building and to realise all outgoings and maintenance charges or any other dues payable by the Allottee(s) thereof. However, the Promoters hereby reserve the right to appoint an agency to manage and maintain the said Building or any parts thereof, which the Allottee(s) shall not object to. It is agreed and understood by the Allottee(s) that the cost of maintenance of the said Building shall be borne and paid by the Allottee(s) alone. The Allottee(s) has/have agreed that till the aforesaid,

Allottee(s) initial/s _____ Promoters initial _____

the maintenance of the said Building may be carried out by the Promoters through its Facility Management who shall be entitled to frame its own FIT OUT guidelines and rules and regulations for the said purpose. Any such rules, regulations guidelines framed by the Promoters shall be binding on the Allottee(s) or their successors in title.

41. The Promoters shall take steps to cause MHADA to grant lease of the said Property to the Condominium of Apartments/the Society/the Limited Company and the Condominium of Apartments/the Society/the Limited Company shall execute all relevant documents therefore, in accordance with the laws, rules and regulation as applicable. The Allottee(s) agrees and understands that the aforesaid lease of the said Property may be on the basis of a notional sub-division (i.e. without any formal sub-division).

42. The Deed of Lease and any other documents necessary for transfer of title of the said Property shall be prepared by the Advocates and Solicitors of the Promoters and the same will be in consonance with the covenants and conditions and the right retained and/or reserved by the Promoters as are contained in this Agreement. Notwithstanding anything contained in this agreement, the Promoters shall at its sole discretion be entitled to obtain the lease of said Property in favour of the condominium of Apartments /the Society/the Limited Company or in favour of the Federation /Union of all the entities located on the Larger Land or a portion of the Larger Land as per its planning and the Purchaser's hereby grants irrevocable consent for the same.

43. The Allottee(s) shall, from the date of taking possession of his/her/their/its said Unit:

a) Maintain the said Unit at his/her/their/its own costs as a prudent person in good and tenantable condition;
b) Not use the said Unit in violation of any provision of law applicable thereto;
c) Not use or permit the said Unit to be used for any purpose other than permissible under any law for the time being in force ;
d) Not cause any nuisance or annoyance to other Allottee(s) ;
e) Not make any changes of any nature whatsoever to the exterior of the said unit including inter alia to the façade, passages, landings lobby etc., and to the colour Scheme, treatment including name plate etc.
f) Not throw any dirt, rubbish or other refuse or permit the same to be thrown out of the windows, doors, in the passage or in the compound of or any portion of the said Building or any other portion of the project;
g) Not do or suffer to be done anything to in or about the said Unit or the project or the said Building or in the staircase and/or fire escape

Allottee(s) initial/s _____ Promoters initial _____

passage and/or the common passages which may be against the rules or regulations of the Municipal Corporation, MHADA or any other concerned authority or the bye-laws of the Condominium of Apartments/the Society/the Limited Company ;

h) Not do or cause to be done any act or thing which may render void or voidable any insurance of the said Building or any part/s thereof or cause any increase in premium to be paid in respect thereof;

i) Not carry out any modifications is permitted in the elevator lobbies or the common areas of the building including creation of shoe racks nameplates/statuettes/potted plants, etc., outside the Unit and all other common area;

j) Not carry out any modifications of whatsoever nature to the exterior including installation of safety grills of the balconies of the apartment save and except as per the designs and specifications provided by the Promoters;

k) To take due precautionary measures while working on shaft drain outlets, the toilets, kitchen, etc., and not do anything which may cause clogging of pipelines and/or drainages;

l) Not do anything which would deface walls, damage paintwork.

m) Not place any potted plants on parapet sills;

n) Not dry clothes in the Unit deck area, outside windows and common lobbies, oiling/greasing of hinges/latches/hooks which may hamper the aesthetics of the said building;

o) Not use common floor lobbies for storage of personal belongings like potted plants, vases, bicycles, shoe racks, etc.;

p) Not fix/install anything on the outside of the Unit main door or the walls of the common floor lobbies;

q) Not allow the servants from loitering and/or sleeping in the lobbies, common areas and facilities;

r) Not tamper the aesthetics of the interiors/display panels and call buttons by scratches or graffiti;

s) Not demolish or cause to be demolished the said Unit or any part/s thereof or make or cause to be made any change, addition or alteration whatsoever in or to the said Unit or any part/s thereof nor any alteration in the façade, structure, water proofing, elevation and outside colour scheme of the said Building and shall not chisel, damage or restructure in any manner the columns, beams, walls, slabs or RCC, Pardis or any other structural members in the said Unit or any part/s thereof;

t) Not refuse or neglect to carry out any work directed to be executed in the said Building or in the said Unit after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoters liable for execution of such works;

u) Not make use of/encroach upon any portion of the said Building or any spaces (open or otherwise) in the compound not acquired nor forming part of the said Unit;

Allottee(s) initial/s _____ Promoters initial _____

v) Not store/ stock/ keep any dangerous/ inflammable/ banned materials/objects /items/ articles in the said Unit/ in any open spaces/ in the compound;

w) Not use the said Car Parking Space for any other purpose save and except parking his/her/their own vehicles;

x) Not park any vehicles in any open space in the compound other than at the designated area, if any;

y) Not restrain the Promoters or their servants and agents from entering upon the said Unit for inspecting the same at reasonable hours or from carrying out any construction or repair work on any part of the said Building or the said Unit for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used in the said Building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes;

z) Become a member of the Condominium of Apartments/the Society/the Limited Company and from time to time sign and execute all documents, letters, writings, communications, applications forms and registration documents and to do all other acts, deeds, matters and things as the Promoters and/or the Condominium of Apartments/the Society/the Limited Company shall reasonably require him/her/them/it to do ;

aa) Observe, perform and comply with all the bye-laws, rules and regulations of the Condominium of Apartments/the Society/the Limited Company;

bb) Not transfer or assign the benefit of this Agreement or the Allottee(s) interest in the said Unit to any person or party whatsoever, until all dues payable by the Allottee(s) to the Promoters under this Agreement are fully paid up and even after such payment, only if the Allottee(s) has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and in any event, not without the written permission of the Promoters;

cc) Not alter or affix grills from outside of any windows or at any place which affects the structure, façade and/or elevation of the said Building in any manner whatsoever;

dd) Not affix air conditioners at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever ;

ee) Not shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Building in any manner whatsoever ;

Allottee(s) initial/s _____ Promoters initial _____

ff) Not enclose any deck and balcony (dry or otherwise) in the said Unit;

gg) Not change, alter or modify the main doors to the said Unit;

hh) Not change, alter or modify the lift landings and lift lobbies outside the said Unit or any part/s thereof;

ii) Obtain statutory approvals (as required) from the concerned authorities and submit the statutory approvals and approved plans to the Promoters for any interior works to be undertaken in the said Unit, without which the Promoters shall not grant their permission;

jj) Insure the said Unit from any loss, theft damage caused due to human intervention and due to any act of God including earthquake, floods riots or any other natural calamity, act of enemy, war other causes beyond the control of the Promoters during the course of interior works for which the Promoters shall not be liable;

kk) Ensure the safety of the workers carrying out the interior works in the said Unit from any accident, loss and or damage;

ll) Not use the passenger lifts in the said Building for carrying any heavy or bulky packages to or from the said Unit and not cause any damage to the lifts, staircases, common passages, refuge areas or any other parts of the said Unit and/or the said Building.

44. The Promoters and the Allottee(s) also agree to the following conditions :

(a) If within a period of five years from the date of handing over the said Unit to the Allottee(s), the Allottee(s) brings to the notice of the Promoters any structural defect in the said Unit or the said Building in which the said Unit 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 at their own cost and in case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under RERA;

(b) If, after the date on which the Allottee(s) has/have taken possession of the said Unit, any damage of whatsoever nature is caused to the said Unit or the said Buildings, the Promoters will not be held responsible for the cost of reinstating or repairing the same and that Allottee(s) alone will be responsible for the same;

(c) Prior to carrying out the interior works in the said Unit, the Allottee(s) shall give to the Promoters in writing, the details of the nature of interior works to be carried out, for which the Promoters will issue written permission on such terms and conditions as they may deem fit;

(d) The Promoters shall be entitled to inspect all interior works carried out by the Allottee(s). In the event the Promoters find that the nature of interior work being executed by the Allottee(s) is harmful to the

Allottee(s) initial/s _____ Promoters initial _____

said Unit, or the other Units in the said Building, or to the structure, façade and/or elevation of the said Building or to the said Property/project of the said Building, then, the Promoters shall be entitled to stop the Allottee(s) from carrying out such interior works forthwith and the Allottee(s) shall not be entitled to dispute or claim any reimbursement from the Promoters for any loss suffered by the Allottee(s) for such stoppage of interior works;

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

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

(g) The Allottee(s) shall ensure that the contractors and workers engaged, do not use or spoil the toilets in the said Unit or in the said Building and use only the toilets earmarked by Promoters for this purpose;

(h) All materials brought into the said Unit or the said Building or on the said Property for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee(s) and that the Promoters will not be held responsible for any loss/theft/damage to the same ;

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

(j) During the execution of interior works, if any of the Allottee(s) contractor/workmen/agents/representatives misbehave or is found to be in a drunken state, then the said contractor/workmen/agents/representatives will be removed forthwith and will not be allowed to re-enter the said Unit/Property/project again ;

(k) The Allottee(s) shall extend full cooperation to the Promoters, their agents, contractors to ensure good governance of such works;

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

Allottee(s) initial/s _____ Promoters initial _____

(m) No external alterations/changes/modifications of any nature shall be made to the structure, façade or elevation to the said Unit or the said Building by the Allottee(s);

(n) The Allottee(s) shall abide by all rules, regulations and requirements as laid down by the Promoters or Condominium of Apartments/the Society/the Limited Company and no nuisance or disturbance shall be caused to the other Allottee(s).

45. This Agreement and the rights and duties of the Parties arising out of this Agreement shall be governed by and construed in accordance with the laws of India. The competent authority/ court at Mumbai alone shall have exclusive jurisdiction for all disputes arising under this Agreement.

46. Each party shall bear their own Advocates & Solicitors cost and charges. Stamp duty, Registration Charges and other incidental costs in respect of this Agreement and all documents executed in pursuance hereof shall be borne by the Allottee(s) alone and the Promoters shall not be liable to bear, pay or contribute any amounts for the same or for any other purposes other than as specified herein.

47. This Agreement shall be executed in duplicate and it is admitted and accepted by the parties hereto that both are original. The original Agreement fully stamped in accordance with the Bombay Stamp Act, 1958 shall be collected by the Promoters on behalf of the Allottee(s) and handed over to the Allottee(s) who shall retain the same and the duplicate of such original Agreement stamped in the sum of Rs.100/- shall be retained by the Promoters. Each page is signed by both the parties hereto.

48. It is understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the said Unit, in case of a transfer, as the obligations of the Allottee(s) herein go along with the said Unit for all intents and purposes.

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

Allottee(s) initial/s _____ Promoters initial _____

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

51. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit.

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

53. The Allottee(s) hereby declares that he/she has gone through this Agreement and all the documents related to the said Property and the said Unit and has expressly understood the contents, terms and conditions of the same and the Allottee(s) and the Allottee(s) after being fully satisfied has/have entered into this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Larger Property)

All those pieces and parcels of lands admeasuring 2,22,823.50 sq. metres or thereabouts bearing C.T.S. Nos. 837 to 840 and corresponding to Survey Nos. 55 and 56 of Village Poiser, Taluka Borivali, Mumbai Suburban District, situate at Kandivali (East), Mumbai 400 101 together with buildings standing thereon and bounded as follows:-

On or about the east by:	C.T.S. Nos. 791, 763 and 863
On or about the West by:	MAHINDRA & MAHINDRA Factory (Akurli Village Boundary)
On or about the North by:	C.T.S. Nos. 848, 835 and 842
On or about the South by:	Western Express Highway

Allottee(s) initial/s Promoters initial

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

All those pieces and parcels of lands admeasuring in the aggregate 392.91 sq. metres or thereabouts forming part of C.T.S. Nos. 840 A/1 and corresponding to part of Survey No.55 and 56 of Village Poiser, Taluka Borivali, Mumbai Suburban District, situate at Kandivali (East), Mumbai 400 101 together with buildings standing thereon, which pieces and parcels form part of the Larger Property described in the First Schedule hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of the said Unit)

Residential **Unit bearing No**. **_____** admeasuring **____ sq. feet** of carpet area (i.e. **_____ sq. mtrs.**) ,on **_____th Habitable Floor (_____ floor as per the plans sanctioned by MHADA)** in the said Building known as "Siennaa Wing C", to be constructed on the said Property more particularly described in the Second Schedule hereinabove written.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Description of the common areas and facilities)

- Car parking on podiums
- Well-designed entrance lobby
- 2 nos. elevators
- Finished lift lobby on each floor
- Firefighting equipment and fire escape areas as per CFO norms
- Power backup in common areas
- Security kiosk, post box area
- Gymnasium
- Swimming pool
- Children's play area
- Senior Citizen's Corner
- Walking track on podium
- Landscape area on Podium

Allottee(s) initial/s Promoters initial

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Fixtures, fittings and amenities to be provided by the Promoters in respect of the said Unit)

- Vitrified flooring in living/dining and passage
- Laminated wooden flooring in Master Bed Room (for 2 & 3 BHK only)
- Vitrified flooring in other bedrooms
- Anodized aluminum/ UPVC sliding windows
- Provision for cable TV and telephone points in the living room and bedrooms
- Antiskid tiles for flooring and designer ceramic tiles for dado in toilets
- Reputed brand CP fittings and sanitary ware fixtures
- Granite Platform with S.S. sink in kitchen
- Vitrified flooring in Kitchen
- Ceramic tiles dado upto 2 feet above kitchen platform
- Gas leak detector
- Antiskid tiles in Utility/ Service areas
- Provision for water purifier and exhaust fan in kitchen
- Provision for geyser in all toilets

SIGNED AND DELIVERED)

By the withinnamed "**PROMOTERS"**)

S.D. CORPORATION PRIVATE LIMITED)

by the hand of its duly authorized signatory)

_____)

_____ _____

Allottee(s) initial/s Promoters initial

SIGNED AND DELIVERED)

By the withinnamed **ALLOTTEE(S)**)

MR. _____)

)

)

MRS._____)

)

)

in the presence of)

)

_____ _____

Allottee(s) initial/s Promoters initial

RECEIPT

RECEIVED on or before the execution of these presents of and from the within named Allottee(s) the sum of **Rs. _____/- (Rupees _____ Only)** inclusive/ exclusive of TDS as applicable, being the amount within mentioned to be paid by him/her/them/it to us.

WE SAY RECEIVED:
For **S. D. CORPORATION PRIVATE LIMITED**

_____
(**AUTHORISED SIGNATORY)** **(PROMOTERS**)

WE CONFIRM:

MR. _____ _____

_____ _____

_____ _____
Allottee(s) initial/s Promoters initial

Promoters : **S. D. CORPORATION PRIVATE LIMITED**

P. A. N. / G. I. R. : **AADCS4496C**

ALLOTTEE(S) :

Name : **MR_____-**

P.A.N. / G. I. R. No. : _____

Name : _____

P.A.N. / G. I. R. No. : _____

_____ _____

Allottee(s) initial/s Promoters initial

ANNEXURE - 6
PAYMENT SCHEDULE

Particulars	In Percentage (%)
Booking	5.00%
On Execution AFS	5.00%
On Plinth completion	35.00%
Completion of 5th slab	5.00%
Completion of 10th slab	5.00%
Completion of 15th slab	5.00%
Completion of 20th slab	5.00%
Completion of Terrace Slab	5.00%
On completion of Internal Plaster & internal walls	10%
On Completion of the stair case up to floor level	10%
On completion of external plumbing, plastering, Lifts etc.	5%
Possession	5%
Total	100%

Allottee(s) initial/s

Promoters initial

S.D. CORPORATION PRIVATE LIMITED

AND

_____

AGREEMENT FOR SALE

Dated this ____ day of _____ 201__

_____ _____

Allottee(s) initial/s Promoters initial