AGREEMENT FOR SALE

This Agreement made at.....this.....day of..... in the year Two Thousand and ..... Between **M/s. M/s Star Rise**, **(PAN No.-** AECFS9458J**)** a Partnership Firm duly registered under the provisions of the Indian Partnership Act, 1932, having its registered office at Shop no.04, FF Star Heights, Bharat Cinema Compound, New Mill Road, Kurla (W),Mumbai – 400070 through its Partners Mr. Ismail Yakub Payak (PAN No.- _____) and b) Mr. Naushad Ali Habib Ali Hashmi (PAN No.- AABPH3896A) hereinafter referred to as **"the Promoter"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its Partners or Partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators of last such surviving Partner) of the **FIRST PART;**

And

_____

_____

Adult/s, Indian Inhabitant/s, having his/ her /their address at

_____

_____.

hereinafter referred to as "**the Allottee/s or Purchaser/s**" (which expression shall, unless it be repugnant to the context or meaning thereof, shall mean and include, in case of individual or individuals his/her/their respective heirs, legal representatives, executors, administrators, successors and permitted assigns and in case of a partnership firm, the partners from time to time of the firm, and the heirs, legal representatives, executors and administrators of the last surviving Partner, their successors and permitted assigns and in case of an HUF, the Karta and manager and coparceners from time to time, the survivors or survivor of them and the heirs, legal representatives, executors and administrators of the last survivor of them, their successors and permitted assigns and in case of a body corporate/company its successors and permitted assigns) of the **SECOND PART**.

The Promoter and the Allottee/s are hereinafter collectively referred to as "**the Parties**" and individually as "**Party**".

W H E R E A S:

Erstwhile Maharashtra Housing Board now Maharashtra Housing & Area Development Authority (**the said Board**) was absolutely seized and possessed of large tract of land lying being and situated at Nehru Nagar, Kurla (East), Mumbai – 400 024 interalia including land bearing **Survey No. 229 (pt) and 267 (pt) and CTS No. 12(pt) admeasuring 720.19 sq.mtrs plus titbit area of 85.40 sq.mtrs. in aggregate admeasuring 805.19 sq.mtrs.** of Nehru Nagar Division at Village Kurla, Kurla (East), Mumbai – 400 024 within the registration Sub-district of Kurla, Mumbai Suburban district. (Hereinafter referred to as **the said land)**.

ii. **The said Board** implemented a scheme, called 'EWS Income Group Housing Scheme' for construction, allotment and sale of residential tenements built by **the said Board** on lands situated in Nehru Nagar Area including **the said land**. The said Board completed construction of various buildings thereunder in the year 1964 under the said Scheme. One such Building was **Building No. 76** consisting of Ground plus four upper floors comprising of 40 residential tenements each admeasuring 20.22 sq.mtrs. carpet area which were to various allottees in the year 1967 by **the said Board** on the terms and conditions as stated in the allotment letters addressed to each of such allottees. **The said land** and **the building No. 76** are hereinafter referred to as **the said Property** and more particularly described in the **Schedule** hereunder written and shown on **the plan** annexed and thereon surrounded by **blue** coloured boundary line.

iii. The said allottees of 40 residential tenements in **Building No. 76** formed themselves into a Co-operative housing Society viz. '**Nehru Nagar Anand Co-operative Housing Society Ltd.**' (**the said Society**) and registered the same under The Maharashtra Co-operative Societies

Act, 1960 with the Registrar of Co-operative Societies under Registration No. BOM/WL/HSG/(OH) 1827/85-86 on 20th June, 1986.

iv. In the meanwhile Maharashtra Housing & Area Development Authority (**MHADA**) came to be constituted and succeeded **the said Board** and all the properties including **the said Property** held by **the said Board** came to be held by MHADA.

v. Under Indenture of Lease dated 17th October, 2006, executed by Maharashtra Housing & Area Development Authority (MHADA) as Authority (Lessor) in favour of Nehru Nagar Anand Co-operative Housing Society Ltd. viz. **the said Society** as Society (Lessee), and registered with the Office of Joint Sub-Registrar of Assurances Kurla - 3 under No. BDR-13/8696/2006 on 18th October, 2006, the Lessor (i.e. MHADA) therein demised unto the Lessee i.e. **the said Society, the said land** more particularly described in the **Schedule** hereunder written for a period of **99 years** commencing from 1st April, 1980, at or for yearly rent and on the terms and conditions therein contained.

vi. By a Sale Deed dated 17th October, 2006 executed between Maharashtra Housing & Area Development Authority (MHADA) as Vendor and Nehru Nagar Anand Co-operative Housing Society Ltd. as Purchaser, registered with the Office of Joint Sub-Registrar of Assurances Kurla - 3 under No. BDR-13/8697/2006 on 18th October, 2006, the Vendor (i.e. MHADA) sold and transferred unto the Purchaser **Building No. 76** of **Nehru Nagar Layout** of **MHADA** standing on **the said land** at or for the consideration and on the terms and conditions therein contained.

vii. Since **the said Building No. 76** was in a dilapidated condition, **the said Society** and its **Members** proposed re-development of **the said Building No. 76** by demolishing the existing

building and constructing thereon a new building. **MISHAL CONSTRUCTION PRIVATE LTD** pursuant to letter communicated its offer to **the said Society** for redevelopment of **the said Property**. **The said Society** accordingly passed Resolution in its Special General Body Meeting of the then existing members of **the said Society** accepting the said proposal of **the Confirming Party** and authorising **the Confirming** as Developers to redevelop **the said Property.**

viii. By Development Agreement dated 31st December, 2009 executed between Nehru Nagar Anand Co-operative Housing Society Ltd. (**the said Society**) as Society and Mishal Construction Private Limited as Developer, registered with the Office of the Sub-Registrar of Assurances Kurla-1, under No. BDR-3/4466/2010 on 10th May, 2010, **the said Society** granted development rights unto the Developer therein (**the Confirming Party** herein) in respect of **the said land** and **the said then existing building No. 76** situate thereon by demolishing the same and thereafter constructing a new building thereon in consideration inter alia of providing unto the then existing members of **the said Society** the Permanent Alternate Accommodations as more particularly described therein and/or on the further terms and conditions such as payment of temporary accommodation compensation to the existing members of **the said Society,** corpus etc..

ix. By Power of Attorney dated 17th April, 2010 executed by Nehru Nagar Anand Co-operative Housing Society Ltd. (**the said Society**) through its Managing Committee Members and Office Bearers in favour of Shri Navin M. Jain and Shri Ajit K. Jain, Directors of M/s. Mishal Construction Private Limited registered with the Office of the Sub-Registrar of Assurances Kurla-1, under No. BDR-3/4467/2010 on 10th May, 2010, the said Donor therein granted powers for development of **the said Property** unto the Donee therein.

A. By and under the Development Agreement dated 31st March 2023 duly registered with the Office of the Sub-Registrar of Assurances, Kurla-1 under No. KRL-1/6586/2023 on 31st March 2023, (hereinafter referred to as "**the Development Agreement**") and executed by and between Nehru Nagar Anand Co-operative Housing Society Ltd. (therein referred as "the Society") of the First Part, 40 Nos. Members of the said Society (therein referred to as "Members") of the Society of the Second Part, **MISHAL CONSTRUCTION PRIVATE LTD** (therein referred as "the Confirming Party) as a Third part and the Promoter herein (therein referred to as "the Developer") of the Fourth Part, the Society has granted, conferred and irrevocably appointed the Promoter herein, as a developer for the redevelopment of the said Property by demolishing the Structures thereon and constructing new building/s in accordance with the terms and conditions contained in the Development Agreement.

B. In terms of the said Development Agreement, the Society has also executed the Power of Attorney dated 10th April 2023 duly registered with the Office of the Sub-Registrar of Assurances, Kurla-1 under No. KRL-1/6587/2023 on 10th April 2023 (hereinafter referred to as "the said Power of Attorney") in favour Mr. Ismail Yakub Payak and b) Mr. Naushad Ali Habib Ali Hashmi the Partners of the Promoter herein to facilitate the work of redevelopment of the Project Land;

C. The Promoters are entitled and enjoined upon to construct building(s) on the Project Land in accordance with the recitals hereinabove;

D. The Society being the Lessee of the Project Land, has granted license to enter upon the Project Land in favour of the Promote for undertaking various acts, deeds, things in accordance with the Development Agreement.

E. The Promoter has proposed to construct on the Project Land a Building comprising of Common Ground to ____th Residential Floor which will extend upto _____st floor proposed.

F. The Allottee/s is/are desirous of purchasing and the Promoter has offered an Apartment as more particularly described in the **THIRD SCHEDULE** hereunder written (herein after referred to as the said "**Apartment**") of the Building called **"SAYBA ORCHID**" (herein after referred to as the said "**Building**") being constructed by the Promoter.

G. The Promoter has entered into a Standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

H. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **MUMBAI** no _____; authenticated copy is attached as Annexure 'F';

I. The Promoter has appointed _____, Structural Engineer for the preparation of the structural design and drawings of the Building and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Building.

J. By virtue of the aforesaid Development Agreement, the Promoter has exclusive right to sell the premises forming part of Promoter's Free Sale Premises in the said Building to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the allottee(s)/s of the apartments to receive the sale consideration in respect thereof;

K. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects Shri. Ar. Mandar Katalkar and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

L. The authenticated copies of Certificate of Title dated _____ issued by Kamal S Chaudary, Advocate of the Promoter, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the Society to the Project Land on which the apartments are

constructed or are to be constructed have been annexed hereto and marked as **Annexure- "A" and "B"**, respectively.

M. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure "C-1"**.

N. The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the new building and open spaces are proposed to be provided for on the said Project have been annexed hereto and marked as **Annexure "C-2"**.

O. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure-"D".**

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

Q. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the said Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building shall be granted by the concerned local authority.

R. The Promoter has accordingly commenced construction of the said Building in accordance with the said proposed plans.

S. The Allottee/s has/have applied to the Promoter for allotment of the said Apartment as more particularly described in the **THIRD SCHEDULE** hereunder written in the said Building being constructed in the said Project.

T. The carpet area of the said Apartment (as defined under the provisions of RERA i.e. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment) is setout in the **THIRD SCHEDULE** hereunder written and any reference to the term "Carpet area" in this Agreement shall be as defined in the present Clause.

U. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

V. Prior to the execution of these presents the Allottee has paid to the Promoter, a sum as mentioned in the Receipt hereunder, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the Sale consideration in the manner hereinafter appearing.

W. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____;

X. 1. The Allottee/s hereby declare/s and confirm/s that prior to the execution of this Agreement, the Promoter has made full and complete disclosure of its right, title and interest in the Project Land, Project and the said Apartment (alongwith covered parking, if applicable) and the Allottee/s has/have taken full, free and complete disclosure of the right, title and interest of the Promoter to the said Project Land, Project and the said Apartment (alongwith covered parking, if applicable). The Allottee/s has/have taken full, free and complete inspection of all the information, documents, disclosures that have been uploaded by the Promoter on the MahaRERA website, and

has/have also satisfied himself / herself / themselves of the particulars and disclosures, including the following:

i. Nature of the right, title and interest of the Promoter to the said Project Land/Project and the development of the Project Land/Project and the encumbrances thereon, if any;

ii. The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Project, and the floor plan of the said Apartment;

iii. Particulars of fixtures, fittings and specifications proposed to be provided in the said Apartment;

iv. FSI utilized and/or to be utilized in the Project;

v. The Approvals to be obtained, in relation to the Project;

vi. Nature of responsibilities of the Promoter and Allottee/s under this Agreement;

vii. The various amounts and deposits that are to be paid by the Allottee/s including the Sale Consideration, Other Charges, taxes, maintenance and outgoings;

viii. The nature of the right, title and interest of the Allottee/s in the said Apartment (alongwith covered parking, if applicable) hereby agreed to be created.

2. The Allottee/s further confirm/s and warrant/s that the Allottee/s has/have independently investigated and conducted legal and technical due diligence in respect of the Project and the said Apartment (alongwith covered parking, if applicable) and has satisfied himself/herself/themselves

in respect of the title thereof and waives his/her/their right to dispute or raise objections in that regard, at any time in future. The Allottee/s confirms that the Allottee/s has/have been suitably advised by his/her/their Advocate and that after fully understanding and accepting the terms hereof, the Allottee/s has/have decided and agreed to enter into this Agreement. The Allottee/s has/have accepted the right, title and interest of the Promoter in respect of the Project and the said Apartment (alongwith covered parking, if applicable) and do/doth hereby agree and undertake not to raise any dispute or objections to the same, any time hereafter. The Allottee/s hereby confirm/s that the Allottee/s has/have agreed to purchase the said Apartment based on the terms and conditions stated hereunder and that the Promoter shall not be held liable for anything not stated in this Agreement. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction under the present Agreement.

3. It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted only to the Apartment (alongwith covered parking, if applicable) agreed to be sold and such right will accrue to the Allottee/s only on the Allottee/s making full and final payment of the Sale Consideration, Other Charges, taxes, maintenance and outgoings payable in pursuance hereof to the Promoter in accordance with this Agreement and only on the Allottee/s performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without any breach of the same.

Y. Under section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said Apartment with the allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Apartment and the covered parking (if applicable).

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

1. The Promoter shall construct a Residential Building viz. ""**SAYBA ORCHID**"" comprising of Ground/ + _____th Residential Floor which will extend upto _____st floor proposed..

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

   1(a) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s said Apartment (alongwith covered parking, if applicable) as more particularly described in the **Third Schedule** hereunder written and as shown hatched with red colour on the floor plan annexed and marked **ANNEXURE "____"** hereto, at and for the Total Sale Consideration including the proportionate price of the common areas and facilities appurtenant to the Apartment as set out in the **Third Schedule** hereunder written, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

   1(b) The total aggregate consideration amount for the Apartment (alongwith covered parking, if applicable) as set out in the **Third Schedule** hereunder written. Parking Plan for the Car Park, if allotted to the Allottee/s in the said Building marked as **ANNEXURE "____"** hereto.

   1(c) The Allottee/s has/have paid before execution of this Agreement Earnest Money/ Booking Amount/ Part Consideration as more particularly described in the **Fourth Schedule** hereunder written and hereby agree/s to pay to the Promoter the entire Sale Consideration in the manner as more particularly mentioned in the **Fourth Schedule** hereunder written.

   1(d) (i) The Sale Consideration and Other Charges, maintenance and outgoings as agreed herein are exclusive of all taxes, duties and cess including but not

limited to Goods and Service Tax, Property Tax, Swachh Bharat Cess, local body tax and/or any other direct or indirect taxes which may be levied, in connection with the construction of and carrying out of the Project and/or with respect to the said Apartment and/or Parking Space/s (if applicable) and/or this Agreement and amounts payable by the Allottee/s in respect of the said Apartment and/or Parking Space/s (if applicable) towards legal charges, maintenance charges of the Project and for such facilities/infrastructure forming part of the Project, society formation and share application money or any other charges as agreed in this Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable/payable in future) including Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Apartment and/or Parking Space/s (if applicable) or on this instrument, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. The Allottee/s shall also fully reimburse the expenses that may be incurred by Promoter consequential upon any legal proceedings that may be instituted by the concerned authority/ies against Promoter or by Promoter against any authority/ies or third party on account of such liability arising out of non-payment of the aforesaid amounts/ taxes by the Allottee /s.

(ii) It is further agreed that if by reason of any enactment, amendment, notification, judicial pronouncement or for any other reason, this transaction or this Agreement attracts any other or additional taxes, duties, levies and cess, whether before or after the possession of the said Apartment is handed over to the Allottee/s, the Allottee/s alone shall bear and pay the same to the Promoter or such concerned authority forthwith on demand and the Promoter shall not be liable for payment of any taxes, duties, levies and cess in connection with or arising out of this transaction/ Agreement or any other instrument in connection herewith. The Allottee/s shall at all times hereafter keep the

Promoter indemnified, saved and harmless against all losses, damages, penalties, fines, interest, cost of litigation and all consequences arising on account of non-payment of taxes as agreed herein.

1(e) The Total 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 Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments @ ___ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The RERA Carpet Area is subject to variation of +/- 3% (plus or minus three percent) on account of structural design and construction variances or for planning and other constraints. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s,

the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement. Failure to make payments by the Allottee/s shall amount to be "default" and the Allottee/s shall be liable for consequences of default or breach in terms of this Agreement. It is clarified that the payments to be made by the Promoter or the Allottee/s, as the case may be, under this Clause shall be made at the same rate per square meter as agreed under this Agreement. After the possession of the said Apartment is handed over to the Allottee/s, he/she shall have no dispute or claim of whatsoever nature with regard to the said Apartment or otherwise.

1(h) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner including the following:

(i) Towards Cheque Dishonour Charges in case of dishonour of any Cheque issued by the Allottee/s.

(ii) Towards Interest due as on the date of payment;

(iii) Towards costs and charges for enforcement of this Agreement and to recover total consideration, all taxes, dues payable as envisaged under this Agreement, any administrative and legal expenses incurred by the Promoter due to delay in payment on the part of Allottee/s and consequential action requited required to be undertaken by the Promoter;

(iv) Towards outstanding dues including total consideration amount in respect of the Apartment alongwith covered Parking (if applicable) under this Agreement.

Under any circumstances, no express intimation or communication by the Allottee/s, with regard to appropriation of the payments made hereunder shall be valid or binding upon the Promoter.

1(i) All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT or any other instrument drawn in favour of

/ to the account of the Promoter set out in the **Third Schedule** hereunder written. The cheques issued by the Allottee/s in favour of the Promoter are subject to realisation. In case of any financing arrangement entered by the Allottee/s with any bank/financial institution with respect to the purchase of the said Apartment (alongwith covered Parking, if applicable), the Allottee/s undertake/s to direct and ensure that such bank/financial institution disburse / pay all such amounts due and payable to the Promoter through RTGS / ECS / NEFT / account payee cheque / demand draft / pay order drawn in favour of /to the account of the Promoter more particularly mentioned in the **Third Schedule** hereunder written. Any payments made in favour of / to any other account other than as mentioned in the **Third Schedule** shall not be treated as payment towards Sale Consideration in respect of the said Apartment (alongwith covered Parking, if applicable). The Promoter shall be entitled to change the account (as set out in the **Third Schedule**) by giving a written intimation to the Allottee/s to that effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid bank/financial institution in such new account.

1(j) Further, the Allottee/s or the financial institution making payment of Sale Consideration or part thereof is responsible to deduct tax by way of Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 at the rate applicable from time to time and deposit the same to the credit of Central Government and shall furnish Challan to the Promoter evidencing deposit of applicable TDS and shall issue TDS Certificate(s) in favour of the Promoter in the prescribed form for the same within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Allottee/s/financial institution within a period of 30 (thirty) days from the said error being brought to the Allottee/s/financial institution's notice. The Credit for the TDS amount deposited by the Allottee/s/financial institution will be given to the Allottee/s only upon receipt of the Challan evidencing deposit of TDS and Original TDS Certificate and only if the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event, the Allottee/s fail/s to produce the Challans as aforesaid and Original TDS Certificates for all the

payments made by the Allottee/s before taking possession of the said Apartment (alongwith covered parking, if applicable) or within the time prescribed in the Possession Notice, whichever is earlier, the Allottee/s will be required to deposit with the Promoter such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter to the Allottee/s only upon the Allottee/s furnishing the TDS Certificate within one month from the date of handing over possession of the said Apartment. In case the Allottee/s fail/s to handover all the original TDS Certificates within the stipulated period of one month from the date of handing over or within the period stipulated in the Possession Notice, whichever is earlier, the Promoter shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee/s. The Allottee/s shall also be liable for all costs, expenses, penalties and interest as may be suffered by the Promoter on account of delay in furnishing the TDS certificate or otherwise. The Allottee/s hereby indemnifies the Promoter from all such costs, expenses, penalties, interest, losses and damages as may be suffered by the Promoter. The Allottee/s agree/s and confirm/s that in the event of delay/default in making payment of the GST and TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoter.

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

2.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the allottees after receiving the

occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("**Payment Plan**"). The Promoter shall raise Demand/Tax Invoice to the Allottee/s intimating the Allottee/s about the stage-wise payment as more particularly set out in the Payment Plan (the payment at each stage is individually referred to as "**the Installment**" and collectively referred to as "**the Installments**"). The payment shall be made by the Allottee/s within 7 (seven) days of the Promoter making a demand for the payment of the Installment, the time being the essence of the contract.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is ..... square meters only and Promoter has planned to utilize Floor Space Index of ..... 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 said Project. The Promoter has disclosed the Floor Space Index of ..... as proposed to be utilized by them on the Project Land in the said Project and Allottee/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the Project and handing over the Apartment to the Allottee/s on or about the Possession Date (subject to Force Majeure Events as stated herein), only in that event, the Allottee/s shall be entitled to either:

(i) Terminate this Agreement by giving written notice to the Promoter by registered post A.D. at the address provided by the Promoter ("**Allottee/s' Termination Notice**"). It is clarified that except for the failure of the Promoter to hand over the possession of the said Apartment on or about the

Possession Date (subject to Force Majeure Events), the Allottee/s shall have no right to terminate this Agreement. On the receipt of the Allottee/s' Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Allottee/s' Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s subject to settlement/adjustment of the Bank loan, if any, availed by the Allottee/s from any Bank/ Financial Institution (FI) against the mortgage / security of the said Apartment and applicable taxes and outgoings, the balance amounts of the Sale Consideration, if any, with interest applicable in accordance with the RERA rules prevailing at the relevant time ("**Interest Rate**") to be computed from the date the Promoter received Allottee/s' Termination Notice. Provided that the Allottee/s shall collect the refund of balance, if any, of the Sale Consideration (paid to the Promoter till the date of receipt of Allottee/s' Termination Notice) and interest within 60 (Sixty) days from the date of receipt of Allottee/s' Termination Notice by the Promoter by simultaneously executing and registering deed of cancellation in respect of this Agreement. It is agreed that if the Allottee/s do/does not settle the bank loan and register the deed of cancellation within 15 (fifteen) days from the date of the Promoter receiving the Allottee/s' Termination Notice, the Promoter shall cease to be liable to pay any interest thereafter to the Allottee/s and the Promoter shall be at liberty to sell and transfer the said Apartment and assign the Car Parking Slot/s, if any, to any third party of its choice on such terms and conditions as the Promoter may deem fit in its sole discretion.

OR

(ii) Call upon the Promoter by giving a written notice by Courier or E- mail or Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the Interest Rate for every month of delay from the Completion Date, on the Sale Consideration or part thereof paid by the Allottee/s till the date of Interest Notice. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over the possession of the said Apartment by the Promoter to the Allottee/s;

(iii) In case the Allottee/s elect/s his remedy under Clause 4.1(i) above then in such a case the Allottee shall not be entitled to the remedy under Clause 4.1 (ii) above and vice-versa, save and except as deemed fit by the Promoter.

(iv) If the Allottee/s fail/s to make any payments on the due date as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

4.2 Without prejudice to the right of the Promoter to charge interest at the Interest Rate and any other rights and remedies available to the Promoter, in the event of the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including but not limited to his/her/its proportionate share of property taxes levied by concerned local authority, other charges, direct or indirect taxes, maintenance and outgoings etc.,) and on the Allottee/s committing three defaults of payment of instalments or breach of any of the provisions of this Agreement, the same shall constitute an event of default on the part of the Allottee/s ("**Event of Default**").

(i) Upon occurrence of an Event of Default, the Promoter shall be entitled at its own option and discretion, to terminate this Agreement, without any reference to the Allottee/s; Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier or Registered Post A.D. or Email at the address provided by the Allottee/s, of its intention to terminate this Agreement with details of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

(ii) If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and

final payment of any outstanding dues together with the interest at the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Promoter's Termination Notice**"), by Courier or Registered Post A.D. or Email at the address provided by the Allottee/s.

(iii) The Allottee/s agree/s not to do or cause to be done by any party known to him/her/them any act, deed or thing or behave inappropriately or correspond or communicate in any manner that would in any manner affect or prejudice or defame the said Building/ Project or the Promoter or its Directors or Representatives. In the event the Allottee/s does/commits or cause to be done any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by addressing Promoter's Termination notice in the manner provided in the present Agreement.

(iv) On the issuance of the Promoter's Termination Notice, this Agreement shall stand terminated and cancelled and the Allottee/s shall cease to have any right, title and / or interest in the said Apartment and / or the Car Parking Slot/s (if applicable), with effect from the date of expiry of the Promoter's Termination Notice. Thereupon, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Apartment and assign the Car Parking Slot/s, if any, in the manner as the Promoter may deem fit without any reference to the Allottee/s; and (ii) the Promoter shall be entitled to deduct from the Sale Consideration paid by the Allottee/s the following ("**the said Deductions**") (a) pre-quantified and agreed liquidated damages equivalent to 9.9% (Nine point Nine percent) of the Sale Consideration ("**Pre-Quantified Liquidated Damages**") and any losses that may be caused to or suffered by the Promoter (b) brokerage, if any, paid to channel partner/agent (c) all other unpaid taxes and outgoings in respect of the said Apartment and Parking, if any, up to the date of the Promoter's Termination Notice, (d) the amount of interest payable by the Allottee/s on account of default committed by him/her/them (e) amount of stamp duty and registration charges and expenses incidental thereto on the deed of

cancellation (f) in case the Allottee/s has/have opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Promoter (in its discretion), if any, to the lending Bank/Financial Institution (g) any amount/ interest reimbursed by Promoter to the Allottee/s; (h) in case the Allottee/s has/have availed any loan then all amounts disbursed by the lending Bank/Financial Institution to the Promoter, which amounts may be refunded by the Promoter (in its discretion), if any, to such lending Bank/Financial Institution directly and the Allottee/s authorizes the Promoter to collect the original Agreement for Sale from such Bank/Financial Institution and shall not be required to take any consent/ confirmation from the Allottee/s at any time and refund the balance, if any, to the Allottee/s. At the option of the Promoter, the Allottee/s agree/s and undertake/s to execute a deed of cancellation, for recording the termination of this Agreement in the form and manner as may be required by the Promoter.

(v) Upon receiving the Promoter's Termination Notice, the Allottee/s shall have no claim of any nature whatsoever against the Promoter and/or the said Apartment and Parking (if any) and the Promoter shall be entitled to deal with and/or dispose off the said Apartment and Parking (if any) in the manner they deem fit and proper. The Promoter shall upon termination of this Agreement in the manner as stated herein, refund to the Allottee/s, the balance amount, if any, after deducting the aforesaid dues and adjusting the Pre-Quantified Liquidated Damages and also after deducting all the amounts as interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges as set out in Clause 4.2(iv) within a period of 30 days and upon the Allottee/s executing and registering the Deed of Cancellation, which amount will be refunded vide a cheque ("**said Cheque**") sent by registered post or such other mode as may be decided by the Promoter, at the last known address of the Allottee/s as and by way of full and final settlement. Further, after issuance of the Promoter's Termination Notice, the Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or expenses or any other amount

and shall also not be liable to reimburse to the Allottee/s any incidental costs including but not limited to GST etc.

(vi) The Promoter and the Allottee/s have agreed on the said Pre-Quantified Liquidated Damages taking into account all the relevant factors including but not limited to the timelines given to the Allottee/s to pay the Sale Consideration. The Allottee/s waive/s his/her right to raise any objection to the said Deduction or adjustment or appropriation of the said Deductions including Pre-Quantified Liquidated Damages as agreed herein and acknowledge/s that the amount of Pre-Quantified Liquidated Damages is reasonable considering the consequent hardship and inconvenience that would be caused to the Promoter. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoter has agreed to sell the said Apartment to the Allottee/s.

(vii) Without prejudice to rights and remedies available to the Promoter under this Agreement or under the law, the Allottee/s agree/s that if the Allottee/s has/have taken a loan from any bank/financial institution against the security of the said Apartment with NOC of the Promoter and this Agreement is terminated by either party then in that case Allottee/s hereby undertake/s to clear the entire mortgage, debt, or any other outstanding amount and to obtain necessary letter/ confirmation from such bank/financial institution stating clearance of mortgage, etc. and that the bank/financial institution shall have no recourse against the Promoter or the said Apartment.

(viii) It is further agreed and understood that irrespective of the fact whether the Allottee/s has/have obtained sanction of housing loan/finance from a bank or financial institution in respect of the said Apartment, in the event of any delay or failure in payment of the balance Sale Consideration/ Instalment and/or interest payable by the Allottee/s to the Promoter under these presents for any reason or cause whatsoever, the Allottee/s alone shall personally be liable or responsible to pay the amount of Instalments with interest (if so delayed in payment of the Instalments amount) so due and payable under these presents and shall not claim any equity or extension or otherwise on

the ground of having not obtained sanction of such finance and/or disbursement or delay in disbursement of such amounts by bank/ financial institution. The Allottee/s shall pay such amounts so due and payable to the Promoter from his/her/their/its own source of income. In the event of delay or default in payment of any one or more Instalments or the entire Sale Consideration on being payable under these presents, by the Allottee/s and/or his/her/their/its Banker/ Financial Institution, the Allottee/s personally shall be liable to pay such amount of interest as the Promoter is entitled to as contemplated under these presents. The Bank/Financial Institution shall not claim any equity or otherwise against the Promoter or the said Apartment. It is however clarified that on the either party cancelling the allotment of the said Apartment and Parking (if any) and termination of this Agreement, the Promoter after deducting Pre- Quantified Liquidated Damages and the said Deductions and all the amounts agreed above together with litigation costs, if any, shall first offer the balance, if any, to the bankers/financial institutions who had disbursed the amount from the sanctioned limit against return of the Original of this Agreement and only thereafter the balance, if any, shall be refunded to the Allottee/s in terms of this Agreement.

(ix) The Promoter has specifically informed the Allottee/s that if in case, any inquiry is raised by any statutory or Government or Semi- Government Authority or any agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Promoter, the Allottee/s alone shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or agency as the case may be. In case, the Allottee/s fail/s to provide information to the satisfaction of the concerned authorities and consequently any action is initiated by them, the Allottee/s alone shall be liable for all costs and consequences thereof. The Allottee/s hereby indemnifies the Promoter, its directors, employees and officers and undertakes to continue to keep them indemnified against all the losses, damages, expenses, charges and payments (including the litigation costs, advocates and counsel fees).

(x) The Allottee/s agree/s that in the event of termination and/or determination of this Agreement, it will be obligation of the Allottee/s to claim the refund of TDS amount, if any, from the Income Tax Department and the Promoter shall not be responsible for the same.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said Building and the Apartment as are set out in **Annexure 'E'**, annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee/s on or about the date as more particularly mentioned in as mentioned in the **Third Schedule** herein. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

(i) War, civil commotion or act of God;

(ii) Any notice, order, rule, notification of the Government and/or other public or Competent Authority/Court.

7.1. **Procedure for taking possession** –

The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the

maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

7.2. The Allottee/s shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said Apartment is ready for use and occupancy:

7.3. **Failure of Allottee/s to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 7.1, such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

7.4. If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
Provided that the defect is not caused due to any act of omission or commission by the Allottee/s or other allottees in the Project or third party or due to Force Majeure Events or for any other reason beyond the control of the Promoter;

Provided further that the Allottee/s shall not carry out any additions or alterations of whatsoever nature in the said Apartment and in specific the structure of the said Apartment/ Project which shall include but not limited to columns, beams, walls, railings etc., in particular. It is hereby agreed that the Allottee/s shall not make any addition or alterations in any pipes, water supply connections or any addition or alteration in the bathroom, toilet and kitchen and shall not cover the duct area. If any addition or alteration whatsoever is carried out without the prior written consent of

the Promoter, the defect liability shall automatically become void. The word "defect" here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Apartment / Project by the Allottee/s or occupants thereof, vagaries of nature etc. It is further agreed between the Parties:

a. That, before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to jointly appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure of the Apartment / Project and in the workmanship executed taking into consideration of the clauses of this Agreement;
b. That, it shall be the responsibility of the Allottee/s to maintain the said Apartment and the Building in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Apartment are regularly filled with white cement/epoxy to prevent water seepage;
c. That, further where the manufacturer's warranty on any product/amenity provided in the said Apartment / Project or Car Parking Slot/s (if any) ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment / Project, the Promoter shall not be liable for the defects therein. The Allottee/s or the Society shall ensure that annual maintenance contracts are done/renewed from time to time;
d. That, the Project as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartment and the Project Amenities wherever applicable. The Allottee/s shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Promoter;
e. That, the Allottee/s has/have been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the said Apartment including minor cracks on the external and internal walls excluding the RCC structure which

happens due to variation in temperature, do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

8. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the parking space (if any) only for purpose of keeping or parking vehicle. The Allottee/s agree/s and acknowledge/s that:

(i) The said Car Parking Slot/s, if allotted, shall be for exclusive use by the Allottee/s. The Allottee/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Slot/s, by the Promoter and shall pay such outgoings in respect of the said Car Parking Slot/s as may be levied by the Promoter. Further, the Allottee/s agree/s not to dispute about the location, dimension/size, etc. of the said Car Parking Slot/s and/or the suitability thereof at any time in future and undertake/s not to dispute such allocation at any time in future. The Allottee/s undertake/s not to sell/transfer/lease or give on license or in any other manner part with the Car Parking Slot/s if any allotted to him/her. The rights of the Allottee/s in respect of the said Car Parking Slot/s (if any) shall be co-extensive and co-terminus along with this Agreement. The Allottee/s agree/s that unauthorized use of the Car Parking Slot/s (if any) will tantamount material breach of the terms of this Agreement. For such breach, the Promoter/s shall have right inter-alia to levy such penalty or take such action as they may deem fit. The Allottee/s undertake/s to pay such maintenance charges in respect of the Car Parking Slot/s (if any) as may be decided by the Promoter or the Society from time to time.

(ii) The obligation of the Promoter to maintain Car Parking Slot/s shall be limited to the extent of the warranty period or until offering in writing to hand over the management of the Project to the Society, whichever is earlier. The Allottee/s agree/s not to withhold the maintenance to be paid towards the said Apartment and/or the Car Parking Slot/s (if any) for any reason whatsoever.

9. The Allottee/s shall, along with other allottees of premises in the Project, join as member of **Nehru Nagar Anand Co-operative Housing Society Ltd.** (“Society”)

under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules, Bye laws thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Project in which the allottees of the premises in the Project alone shall be joined as members and for this purpose also from time to time sign and execute the application for membership and the other papers and documents necessary for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to forward the same to the Society. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Project, if any.

9.1. The Promoter shall, within three months of receipt of Occupancy Certificate/Building Completion Certificate as aforesaid, cause to be transferred to the Society all the right, title and the interest of the Promoter in the said structure of the Building or wing in which the said Apartment is situated, subject to the Promoter's right to dispose of the unsold Premises in the Project, if any. Upon the Promoter offer to hand over management of the Project to the Society, the Society shall be responsible for the operation, maintenance and supervision of the Project including the common areas, facilities and amenities and the Promoter shall not be responsible for the same. Post execution of the Society Transfer, the Promoter shall continue to be entitled to such unsold apartments and to undertake the marketing etc. in respect of such unsold apartments. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation,premium any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold apartments in the Project, save and except the municipal taxes at actuals (levied on the unsold apartments).

9.2. Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to

bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Building/s, irrespective of whether the Allottee/s take/s or fail/s to take possession of the said Apartment and Parking (if applicable) within 15 (fifteen) days from the date of the Possession Notice. Until the Society or Limited Company is formed and the said structure of the Building/s or Wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter adhoc provisional contribution towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until handing over of the Building or Wing is executed in favour of the Society as aforesaid. On such conveyance/handing over being executed for the structure of the Building or Wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society.

9.3.Facility Manager:

(i) The Promoter shall have the right to undertake upkeep and maintenance of the Project and the Amenities in the Project and in this regard shall have the right to enter into contract, agreement with any third party / vendors/ agency for the purpose of maintenance and upkeep of the Project and the Amenities in the Project in full or in part and such decision shall be final and binding upon the Allottee/s. Tenure of Facility Manager shall be until the Promoter offer to hand over the management of the Project to the Society and/or until such other period as may be decided by the Promoter. Upon offering to hand over management of the Project to the Society, the Society shall be liable to undertake the maintenance of the Project/Wing and Amenities in the Project or any part thereof. The Promoter may also formulate the rules and regulations for the maintenance and upkeep of the Project and /or the Amenities in the Project and the Allottee/s

hereby agrees and undertakes to abide and follow and not to commit breach of any of the provisions of such rules, regulations and bye-laws.

(ii) The Promoter shall have the right to designate any space on the said Property and/or the Project or any part thereof to third party service provider/s and/or vendor/s for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the Project.

(iii) Notwithstanding any other provision of this Agreement, the Promoter has right to and shall be entitled to nominate any person/company ("**Facility Manager**") to manage the operation and maintenance of the Project, common amenities and facilities in the Project. The Promoter has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with the Facility Manager. The cost incurred in appointing the Facility Manager shall be borne and paid by the allottees/residents/occupiers in the Project including the Allottee/s herein of the said Apartment in the manner as may be determined by the Promoter. The Allottee/s agree/s that he/she/they shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter or towards charges payable to Facility Manager as determined by the Promoter. It is agreed and understood by the Allottee/s that the cost of maintenance and management of the Project shall be borne and paid by the Allottee/s/occupants/residents of the said Apartment in the Project;

(iv) The Allottee/s agree/s to abide by any and all terms, conditions, rules and/or regulations that may be framed by the Promoter and/or the Facility Manager including without limitation, payment of the Allottee/s' share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Amenities in the Project. The Allottee/s shall be liable to pay or reimburse the Promoter in respect of the upkeep and maintenance of the common areas, facilities and amenities of the Project and ad-hoc maintenance Charges to be collected from the Allottee/s as mentioned in this Agreement shall be inclusive of administrative charges which will be upto __% of total cost for upkeep and maintenance of the common areas,

facilities and amenities of the Project. At the time of handing over the said New Building to the Society, the Promoter shall hand over the charge and consolidated Statement of Accounts to Society and shall not render accounts to individual allottees/purchasers or members of the Society. After such handover the Promoter shall not be responsible for the upkeep and maintenance of the New Building/ Project. The Promoter shall have right to terminate and/or replace vendors/service providers in their sole discretion.

(v) It is expressly agreed by and between the Parties that the Promoter has not given and shall not give any representation and / or warranty with respect to quality, sufficiency and / or adequacy of the services rendered and/or utilities availed from the service provider/s and/or the vendor/s and that the Promoter shall not in any manner be liable for any claim of any nature whatsoever, for any defects and / or any deficiency in the services provided or rendered by them under the agreements executed with the vendor/s and/or the service provider/s in this regard or even otherwise with respect to the services provided by the service provider/s and the utility availed from the vendor/s. Further, the Promoter shall not be liable for any warranty or guarantee offered by such vendors and/or service providers for any product or services, it will be strictly between the Allottee/s and such vendor and service provider.

10. The Allottee/s shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the amounts ("Other Charges") as set out in **Fifth Schedule** hereto. The amounts mentioned in the **Fifth Schedule**, shall be accounted only to the Society and not to the Allottee/s individually and shall not carry any interest. The Other Charges are tentative and are liable to be revised by the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the **Fifth Schedule** to the bank account of the Promoter, as detailed in the **Fifth Schedule** hereunder written or as may be prescribed by the Promoter. For the purposes of this clause, the expression "**Promoter**" includes its nominee.

11. A. The Allottee/s shall pay to the Promoter a sum as set out in **Fifth Schedule** hereto for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with the enrolment of

membership to Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

B. **Property Taxes:**

(i)The Property Tax as determined from time to time shall be borne and paid by the Allottee/s after receipt of Occupation Certificate separately from any other Consideration/levy/charges/Maintenance Charges, etc.

(ii) The Allottee /s undertake/s to make payment of the estimated Property tax alongwith the Maintenance Charges as mentioned in this agreement.

(iii) In the event of a shortfall between the amount deposited with the Promoter by the Allottee/s towards Property Tax and the demand raised by the authorities (**Shortfall Amount**), the Promoter shall inform the Allottee/s of such shortfall and the Allottee/s shall be liable to ensure that the same is paid to the Promoter within 7 (seven) days of receipt of intimation from the Promoter, failing which the Allottee /s shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5 per cent of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Promoter shall not be responsible for any penalty / delay / action on account of such Shortfall Amount and the same shall entirely be to the account of the Allottee/s.

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

12A. The Allottee/s shall, before delivery of possession of the said Apartment, pay to the Promoter such amounts (other Charges) as mentioned in the **Fifth Schedule** herein.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

i. The Promoter has clear and marketable title with respect to the development rights of the Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Project Land and also has been granted license to enter upon the Project Land for the implementation of the Project;

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

iii. There are no encumbrances upon the Project Land or the Project;

iv. iv. There are no litigations pending before any Court of law with respect to the Project Land or Project;

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

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

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

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

ix. At the time of handing over the structure to the Society, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society;

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

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

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

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

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the Apartment is situated, including entrances of the Building in which the Apartment is situated and in case any damage is caused to the Building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach, failing which the Promoter may carry the repairs and restoration (without being obligated to do so) at the costs and expenses of the Allottee/s.

iii. To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done

anything in or to the Building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority or the Society.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company or the concerned authority.

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

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and the Building in which the Apartment is situated and shall segregate their everyday dry and wet garbage separately to facilitate the recycling of the same by the Society. The wet garbage generated in the Project shall be treated on the same plot by the residents/ occupants/ allottees of the Project.

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

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the

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

To bear and pay the proportionate charges fees, costs and expenses for the Amenities and facilities in the Project, as may be determined by the Promoter from time to time.

ix. Not to change the user of the said Apartment.

x. The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with his right, title, interest or benefit factor of this Agreement or part with the possession of the said Apartment or dispose of or alienate otherwise howsoever, the said Apartment and / or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cess, Sale Consideration, Other Charges, Usage Charges, maintenance and outgoings payable by the Allottee/s to the Promoter under this Agreement, are fully and finally paid together with interest. In the event, the Allottee/s is desirous of transferring the said Apartment and/or its rights under this Agreement, then the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.

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

xii. The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Apartment and the Project or any part thereof to view and examine the state and condition thereof.

xiii. It is agreed that the said Apartment shall be of R.C.C. structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agrees that the Promoter may, if required due to any structural reasons convert any brick / block wall / dry wall in the said Apartment into a load bearing R.C.C. wall or vice versa and the Allottee/s hereby further agrees and irrevocably consents not to dispute or object to the same. The Allottee/s, along with any and all purchasers of the said Apartment of the Project, are strictly prohibited to make any additions or alterations of any nature whatsoever including changes in walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure. The Promoter shall not be liable, required and / or obligated to provide any other specifications, fixtures, fittings and / or amenities in the said Apartment or in the Project. Further, though the Promoter may have proposed to provide amenities and facilities as stated herein, the Promoter reserve the right to add, alter, amend, relocate or delete any or all of the proposed amenities comprised in the Annexure-"____", Annexure-"___" and Annexure- "_____" hereto.

xiv. The Allottee/s agrees and covenants that the Allottee/s shall not load in the said Apartment, either by way of fit-out or construction or in any other manner whatsoever, anything more than as may be specified by the Promoter from time to time. Prior to undertaking any interior or fit-out, the Allottee/s shall submit the drawings with the Promoter and shall disclose the nature of work to be carried out in the said Apartment and shall obtain specific written approvals of the Promoter to that effect. The Promoter shall have discretion to allow or reject any such request or part thereof. The Allottee/s shall incorporate any suggestions of the Promoter in the proposed fit out plan, if required. The Allottee/s shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out/ interior work at his/her/its/their costs and expenses. The Allottee/s confirms that no structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s at any time.

xv. Not to affix any fixtures or grills on the exterior of the Project for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Apartment and the Allottee/s shall not decorate or alter the exterior of the said Apartment either by painting and/or otherwise. The Allottee/s shall fix the grills inside the windows only, which shall not protrude

external wall of the said New Building. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has affixed fixtures or grills on the exterior of his / her / their / it's the said Apartment for drying clothes or for any other purpose or that the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his / her / their / its obligations as mentioned herein.

xvi. Not to install air conditioner/s at any place other than those earmarked for fixing the same so as not to affect the structure, façade and/or elevation of the Project in any manner whatsoever. The Allottee/s shall not install a window Air-conditioner within or outside the said Apartment. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which protrudes outside the said Apartment, the Allottee/s shall immediately rectify/dismantle the same forthwith so as to uniformity in the façade or outer look of the Apartment/ Project.

xvii. To keep the sewers, drains and pipes in the said Apartment and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the Project and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and concerned authorities.

xviii. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Project and not to cover / enclose the planters, ducts and service slabs or any of the part of the building within the said Apartment, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Apartment, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Project or do any act to affect the FSI potential of the said Property.

xix. Not to do or permit to be done any renovation / repair within the said Apartment without prior written permission of the Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said Apartment, without prior written permission and /or in contravention of the terms of such prior written

permission, as the case may be, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Apartment or of any damage caused to the said Apartment or the Project on account of such renovation / repair.

xx. Not to enclose the passages, if any, forming part of the said Apartment without the previous written permission of the Promoter and concerned authorities.

xxi. Not to 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 Apartment / the Project in any manner whatsoever without prior written consent of the Promoter and without obtaining necessary approvals from the concerned authorities. Not to change the façade or outer look of the Apartment / Project.

xxii. To abide, observe and perform all the rules and regulations formulated by the Promoter and the rules, regulations and bye-laws which the Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project and the said Apartment therein. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society / Promoter regarding the occupation and use of the said Apartment in the Project on the said Property and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance and outgoings.

xxiii. Not to violate and to abide by all rules and regulations framed by the Promoter and / or by the Society (post handing over management of the Project), for the purpose of maintenance, management and up-keep of the Project, the common areas and facilities, as the case may be, and in connection with any interior / civil works that the Allottee/s may carry out in the said Apartment.

xxiv. The Allottee/s agree/s not to do, omit to do or cause to be done any act, deed, matter or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project or the Promoter or its directors, representatives. In the event the Allottee/s does or omits to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination to the Allottee/s.

xxv. The Allottee/s shall never in any manner enclose any flower beds, ducts, planters, ledges, pocket terrace/s, deck areas, ornamental projects, dry yards, service yards

and any other areas in the Project. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Apartment or any part thereof and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Apartment at all times and also to demolish any such addition or alteration or enclosing of the open areas carried by the Allottee without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Apartment to its original state.

xxvi. The Allottee/s shall not do either by himself / herself / itself or any person claiming through the Allottee/s anything which may or is likely to endanger or damage the Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations to common areas and amenities and facilities in the Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Project.

xxvii. The Allottee/s shall not display at any place in the Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards etc. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Project or common area therein or in any other place or on the window, doors and corridors of the Project.

xxviii. The Allottee/s shall not affix, erect, attach, paint or caused to be affixed, erected, attached, painted or exhibited in or about any part of the Project or the exterior wall of the said Apartment/ Project or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in such manner, position and standard design laid down by the Promoter.

xxix. The Allottee/s shall not park at any other place and shall park his/her car in the Car Parking Slot/s, if any, allocated to the Allottee/s.

xxx. To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Apartment on a daily basis.

xxxi. The Allottee/s shall permit the Promoter and his surveyors and/or agents and /or authorized representatives with or without workmen and others at reasonable times to enter into the said Apartment or any part thereof for the purpose of making, laying down maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Apartment or the Project. The Allottee/s is aware that the main water/drainage pipes of the Project may pass through certain areas within the said Apartment. The Allottee/s agrees that he/she/they shall not undertake any civil works/fit out works in such areas within the said Apartment, and/or permanently cover/conceal such areas within the said Apartment, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever. The Promoter, its workmen, staff, employees, representatives and agents, shall, at all times, be entitled to access such areas within the said Apartment for the purpose of maintenance, repair and upkeep of the water pipes and the Allottee/s hereby give/s his/her/their express consent for the same.

xxxii. The Allottee/s is aware and acknowledge/s that the Promoter is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the Apartment, flats and apartments, garages and allocate the car parking slot/s forming part of the Project and the Allottee/s undertakes that he/she shall not be entitled to raise any objection with respect to the same.

xxxiii. The Allottee/s has been appraised of the terms and conditions of the deeds, documents, approvals, permissions, no objections, etc., referred to in this Agreement and the same shall be fully binding on the Allottee/s.

xxxiv. The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Property / Project in perpetuity.

xxxv. The Promoter shall have option to hand over possession of the said Apartment even prior to completion of the Amenities in the Project. The Allottee/s agrees to take possession of the said Apartment in terms of Possession Notice. The

Allottee acknowledges that the Amenities in the Project shall be operational and would be handed over to the Society only after completion of the Project in full and receipt of occupation certificate in respect thereof. The Promoter reserves its right to add, alter, delete, upgrade, modify, relocate, reduce or enhance the Common Amenities. The Allottee/s consents and agrees for the same and shall not raise any dispute or claim at any time.

xxxvi. The Allottee/s is/are aware that various other allottees/purchasers have chosen to buy Apartment in the Project with the assurance that the conduct of all users of the Project shall be appropriate and in line with high standards of social behaviour. Similarly, the Promoter has agreed to sell this Flat to the Allottee/s on the said Apartment that the Allottee/s shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other allottee/s / purchasers in the project and/or the Promoter or the development. Any allottee/s / purchasers who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.

xxxvii. The Allottee/s agree/s and undertake/s to not, in any manner, impede and to prevent, to the best of his/her/their ability, all other allottees/purchasers of apartments in the building and/or project from impeding, the ability of the Promoter or its representatives to enter into the New Building/ Project and /or the said Property (or any part thereof) for the purposes of showing any unsold apartments to Prospective Purchasers or brokers and or showing the Building / Project to investors or other 3rd parties and / or in general for any marketing, promotional, photographic or other legitimate purpose of the Promoter.

xxxviii. Further the Allottee/s also confirms that she/he is aware that the building to be constructed with deficient open space and deficient aisle space for two ways and MCGM and/or the Promoter will not be held liable for the same in future. The Allottee/s further undertake that he/she/they will not object the development of neighbourhood property with deficient open space in future and she/he/they hereby indemnify and keep indemnified in that behalf;

xxxix. Till a conveyance/handing over of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the

said Building or any part thereof to view and examine the state and condition thereof.

14A. The Allottee/s hereby represents and warrants to the Promoter that:

a. he / she / they / it is / are not prohibited from purchasing the said Apartment under any applicable law or otherwise;

b. he / she / they / it has / have not been declared and / or adjudged to be an insolvent, bankrupt etc., and / or ordered to be wound up or dissolved, as the case may be;

c. no receiver and / or liquidator and / or official assignee or any person is appointed in the case of the Allottee/s or all or any of his / her / their / its assets and / or properties;

d. none of his / her / their / its assets / properties is attached and / or no notice of attachment has been received under any law, rule, regulation or statute etc.;

e. no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his / her / their / its involvement in any money laundering or any illegal activity and / or is not declared to be a proclaimed offender and / or no warrant is issued against him / her / them;

f. no execution or other similar process is issued and / or levied against him/ her / them and / or against any of his / her / their / its assets and properties;

g. he / she / they has / have not compounded payment with his / her / their / its creditors;

h. he / she / it / they is / are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence;

i. he / she / it / they is / are not an undesirable element and will not cause nuisance and / or hindrances in the completion of the project and / or anytime thereafter and will not default in making payment of the Sale Consideration, Other Charges,

taxes, maintenance and outgoings or any other amount due and payable by the Allottee/s in terms of this Agreement;

j. The Allottee/s is/are in a good financial position to pay the Sale Consideration, Other Charges, taxes, maintenance and outgoings or any other amount due and payable under this Agreement without any delay or default and shall as and when called upon by the Promoter provide such security as may be required by the Promoter towards all payments due and payable from time to time.

k. The Allottee/s hereby confirm/s that he/she/they has/have carefully gone through the terms and conditions of this Agreement and/or the same has been explained to him/them by his/her advocates. The Allottee/s has/have signed and executed this Agreement out of free will and volition, without any pressure, undue influence, coercion or threat of any nature whatsoever.

14B. It is abundantly made clear to the Allottee/s who is or may become a non-resident/ foreign national of Indian Origin during the subsistence of this Agreement, that in respect of all remittances, acquisitions/transfer of the said Apartment, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agree/s to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him.

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

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the Building is transferred to the Society/Limited Company or other body and until the Project Land is transferred to the Apex Body /Federation as herein before mentioned.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Promoter executes this Agreement it shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment.

17A. The Promoter shall be entitled to negotiate and enter into appropriate arrangement/ agreement with the Utility Providers (i.e. entities providing gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption) for supplying of these utilities to the allottees in the Project including the Allottee/s herein. Upon arriving at such arrangement, the Allottee/s agree/s to avail these or any of these utilities from the Utility Providers nominated by the Promoter and pay such amount as may be fixed by the concerned Utility Providers. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities or any of them.

17B. The Allottee/s hereby nominates the persons as set out in the **Third Schedule** ("**the said Nominee**") as his / her / their / its nominee in respect of the said Apartment. On the death of Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Apartment. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate / Succession Certificate/Letter of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.

17C. **Mortgages of the Apartment:**

It is agreed that the Allottee/s shall be entitled to avail housing loan from a Bank/Financial Institution and to mortgage the said Apartment by way of security for repayment of the housing loan availed from such Bank/Financial Institution with the prior written consent of the Promoter. The Promoter will grant it's no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Apartment with such Bank, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank in respect of the said Apartment of the Allottee/s shall not in any manner jeopardize the Promoter's right to receive full consideration and other charges and such mortgage in favour of such Bank shall be subject to Promoter's first lien and charge on the said Apartment in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank advising the Bank to make payment of the loan amount against the mortgage of the

said Apartment directly to the Promoter as per the schedule of payment of the Sale Consideration or as may be requested by the Promoter from time to time.

17D. **BORROWINGS BY THE PROMOTER:**

Subject to terms and conditions of these presents, the Allottee/s agree/s that the Promoter shall be entitled to raise construction finance, project finance or any other finance or loan against the development rights, the said Project or the flats/ units/ apartments proposed to be constructed in the Project, underwriting by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds), from any Bank/financial institution/ Non-Banking Financial Institution (Lenders) and without having to seek further consent from Allottee/s in any manner whatsoever, written or otherwise, but without the Allottee/s being responsible /liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise).

17E. **SIGNAGE/HOARDING/BOARD:**

The Promoter shall have the exclusive right to put up signage, hoarding, and all other forms of advertisement board whatsoever on the Project Land or new Building. The Promoter shall be entitled to place, select, decide and put hoarding/boards of their Logo and/or Brand Name or any other Logo and/or Brand name as decided by the Promoter from time to time, in perpetuity in the form of Neon Signs, MS Letters, and Vinyl & Sun Boards or any other form (**"Sign Board"**) on the Project and on the roof top/terrace or any such common areas of the Project. The Promoter or its nominee shall have right of ingress and egress to such Sign Board at all the times for the purposes of repairs and maintenance or otherwise and the Allottee/s shall not directly or indirectly obstruct the same. The Promoter shall have right to obtain separate electricity meter for such Sign Board and they shall pay the electricity bills for the same. The Promoter shall not be liable to pay any fees, charges or moneys for the same to the Society/flat purchasers/occupants.

18. **BINDING EFFECT**:

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the

payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 **(**fifteen**)** days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith subject to forfeiture/cancellation charges as stipulated in ____ shall be returned to the Allottee/s without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT**:

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

20. **RIGHT TO AMEND**:

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

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

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

22. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far

as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

24. **FURTHER ASSURANCES:**

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

25. **PLACE OF EXECUTION:**

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

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

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

It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee/s, as the case may be.

28. **JOINT ALLOTTEES**:-

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

29. **STAMP DUTY AND REGISTRATION**:-

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.

30. **DISPUTE RESOLUTION**:-

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

31. **GOVERNING LAW**:-

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mumbai will have the jurisdiction for this Agreement.

32. **INTERPRETATION:**

l. In this Agreement where the context admits:

i. any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

ii. any reference to the singular shall include the plural and vice-versa;

iii. any references to the masculine, the feminine and the neuter shall include each other;

iv. any references to a "company" shall include a body corporate;

v. the word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;

vi. the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;

vii. references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied,

novated, supplemented or replaced from time to time;

viii. the expression "the Clause" or "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;

ix. each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

x. in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;

xi. the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

xii. references to a person (or to a word importing a person) shall be construed so as to include:

1. an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity);

2. that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and

3. references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

xiii. Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

xiv. Any reference to "writing" excludes text messaging via mobile phone or communication over any other form of social media.

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

First Schedule Above Referred to

(Description of the land)

ALL THAT Leasehold land **admeasuring 805.59 sq.mtrs. including tit-bit area** and **bearing CTS No. 12 (part)** of **Village Kurla – 3** forming part of larger piece of land bearing **Survey No. 229 (pt) & 267 (pt)** and **Building No. 76** earlier situated thereon consisting of ground plus Four upper storey situate at Nehru Nagar, Kurla (East) in Greater Bombay in the Registration District and Sub-District of Mumbai, Suburban and is bounded as follows:

On or towards North	:	By S. G. Barve Marg
On or towards South	:	By Building No. 74
On or towards East:		By 9 mtr wide Layout Road
On or towards West:		By Open plot

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Description of the Common Areas, Facilities and Amenities of the said Real Estate Project – "SAYBA ORCHID")

1. Lobbies
2. Terrace
3. Lifts

Amenities in the Apartment

THE STRUCTURE	R.C.C. Framed Structure
WALLS	Brick Walls.
FLOORING	Ceramic/Granite tiles flooring in the Flat. Bath and W.C. will have ceramic tiles Flooring And Glazed dado upto 6'-9" height. Common Area shall be finished with terrazzo or Kota Stone.
KITCHEN PLATFORM	Granite Kitchen Platform with Stainless Steel sink.
WINDOWS	Sliding Aluminum windows with float Glass.
DOOR FRAME	Treated Hardwood Frame.
DOOR SHUTTERS	B.S.C. hot pressed 35 mm thick flush door shutters
PLASTERING	Sand faced plaster externally and Cement Motor with smooth finished plaster internally.
PLUMBING	*Concealed plumbing with Orissa pattern or* European W.C.
ELECTRICAL	*Concealed copper wiring.*
PAINTING	*External paint will be Cement based paint.*

WATER PROOFING	*Cement based waterproofing Treatment to* Toilet & terraces.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

(Meaning of the Terms and Expressions)

Sr. No.	**Terms and Expressions**	**Meaning**
1.	The said Apartment	Flat No. ___admeasuring about ____square metres equivalent to approximately ___ square feet carpet area as per RERA Act on the____ floor of said New Building ""**"**SAYBA ELEGANT**"**""
2.	The said Car Parking Slot/s (if any)	_____ car parking slot/s bearing no**.**_____ in the _____ Parking System
3.	The Sale Consideration	
4.	The Car Park Consideration (if applicable)	
5.	Name of the Account for payment of Sale Consideration	
6.	Possession Date	
7.	Name, address and email of the Allottee/s for the purposes of this Agreement	
8.	Permanent Account Number	The Promoter's PAN: –

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Schedule of payment of Installments of the Sale Consideration by the Allottee/s to the Promoter)

On or before execution of this Agreement a sum of _____(not exceeding 10% of the total consideration) as advance payment or application fee and the balance amount of **Rs** _____in the following manner :-

i. Amount of **Rs** _____(not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of **Rs** _____((not exceeding 45% of the total consideration) tobe paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of **Rs** _____((not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of **Rs** _____((not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of **Rs** _____**()** (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of **Rs** _____((not exceeding 85% of the total consideration) to be paid to the Promoter

on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of **Rs _____ ()** (not exceeding 95% of the total consideration) tobe paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of **Rs** _____(against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Being the amounts to be paid by the Allottee/s in accordance with this Agreement)

i) **Rs. ___/-** non-refundable for the entrance fee as well as share application money.

ii) **Rs. ___/-** non-refundable for professional charges for preparation of this Agreement.

iii) **Rs. ____/-** non-refundable towards the Society and/or Societies and/or New Organization formation and Registration Charges.

iv) **Rs. ____/-** Towards the non-refundable share of the Security Deposit for water, electricity to

		be provided for the said Apartment and in the said building.
vi)	**Rs. ____/-**	Towards the betterment charges and/or development charges that would be levied in respect of **the said Property** by MCGM and/or State Government or any other Government body; or such other sum as may be payable in this behalf at the relevant time in respect of the proportionate area of **the said Apartment** as per the rules and regulations then applicable in this behalf.
vii)	**Rs. ____/-**	Towards ad-hoc advance maintenance/ outgoings for a period of 18 months from date of possession of Apartment being offered unto the Allottee/s excluding Assessment.
Rs.	**_____/-**	**Total**

This page forms a part of the Agreement for Sale dated _____ of Flat No. _____ on the _____ floor of the said Building.

SIGNED AND DELIVERED by the)

withinnamed **Promoter**)

M/s Star Rise)

Partnership Firm)

through its Partner)

1. **Mr. Ismail Yakub Payak**

2. **Mr. Naushad Ali Habib Ali Hashmi**

in the presence of)

1)

2)

SIGNED AND DELIVERED by the)

withinnamed **Allottee/s**)

_____

_____

in the presence of)

1)

2)

R E C E I P T

RECEIVED of and from the Allottee/s above named the sum of **Rs._____/- (Rupees _____ only**) as Earnest Money/ Booking Amount/ Part Payment towards the Sale Consideration as follows:

Sr. No.	**Dated**	**Cheque/ UTR No.**	**Drawn on Bank**	**Amount (Rs.)**
1				Rs. /-
2				Rs. /-
3				Rs. /-
		Total		**Rs. /-**

WE SAY RECEIVED

For M/s. STAR RISE

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AGREEMENT FOR SALE

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AGREEMENT FOR SALE

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