AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT is made at Mumbai on this _____ day of _____, in the Christian Year Two Thousand Twenty Three **BETWEEN REAL INFRASTRUCTURE CO**, (**PAN No**. **AAVFR6219B**), a Partnership Firm registered under the provisions of the Indian Partnership Act 1932, having its Office at 101 Real Tech Park, Plot No. 39/2, Sector- 30A, Vashi, Navi Mumbai – 400 703, hereinafter referred to as **"the PROMOTERS/DEVELOPERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partner or partners for the time being of the said Firm, survivor or survivors of them, the heirs, executors and administrators of the last surviving Partner and assigns) of the **ONE PART: AND _____, _____,** an adult of Mumbai Inhabitant having address at _____, Mumbai - _____, hereinafter referred to as "**the ALLOTTEE/S/PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors and administrators and assigns) of the **OTHER PART**;

OR

(The **Promoters** and the **Purchaser/s** unless otherwise expressly described are for brevity's sake hereinafter referred to as "**the Parties**")

WHEREAS - I.

a. That, the Housing Board as Maharashtra Housing and Area Development Authority (in short referred to as "**MHADA**"), under its Housing Scheme generally known as 'Low Income Group Housing Scheme' built in the year 1956 a total of 48 rooms in the building comprised of ground + two upper floors and known as "**Building No. 31**" on all that piece and parcel of the land being from Survey No. 67 to 71, C.T.S. No. 826 (Part) and TPA in Subhash Nagar, Village of Chembur, in the Registration Sub-District of Kurla, Revenue District of Mumbai Suburban and Registration District of Mumbai City and Suburb within the present day limits of the Municipal Corporation of Greater Mumbai. The said MHADA allotted the said rooms to the respective allottees;

b. That, by virtue of the law of the land, the executive decisions of the State and Central Government and directions of the concerned Govt bodies such as MHADA, MCGM, etc, the Members of the said Building No.31 constructed by MHADA were given an opportunity to create and register a Co-Operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 with the intention to transfer the said plot of land under the building in favour of the Co- operative Society and the tenements in favour of the individual members on ownership basis. Thus, the Members of said Building No. 31 assembled and resolved to form the above mentioned "**SUBHASH NAGAR SHEETAL CO-OPERATIVE HOUSING SOCIETY LIMITED"** in the year 1981 and duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/HSG/7618 of 1981 (for short "**the Society**").

c. By a Deed of Lease dated 17th July 1995, registered with the Sub-Registrar of Assurances at Bandra under Serial No. PBDR-3/776/95 dated 17th March 1995, Maharashtra Housing And Area Development Authority sold demised by way of Lease in favour of the Society all that piece and parcel of land underneath and appurtenant to Building No.31 admeasuring 1230.74 sq.mtrs. along with Tit-Bit land 452.72 sq. mtrs bearing C.T.S. Nos. 826 (pt), Subhash Nagar, in the Revenue Village Chembur, Taluka Kurla, in the Registration District of Mumbai Suburban District (for brevity's sake hereinafter referred to

as "the **said Plot**") for a period of 99 years commencing from 1st April 1980 at or for the lease rent and subject to the terms, conditions and covenants contained on the part of the Society thereunder.

d. By a Deed of Sale executed on 17th July 1995, registered with the Sub-Registrar of Assurances at Bandra under Serial No.PBDR-3/774/95 dated 17th July 1995, the MHADA did for the consideration mentioned therein sell, transfer, convey, assign and assure on ownership basis unto and in favour of the Society herein. Building No.31 consists of Ground + Two Upper Floors comprising of 48 (Forty Eight) rooms/tenements/flats having an aggregate area of (Require Plan Copy or MHADA Layout to verify actual collective carpet Area of the old Rooms) 8640 sq.ft. (carpet area) (for short "the **said existing building**") constructed on the said Plot on the terms and conditions recorded therein. The said Plot and the said existing building, unless otherwise expressly referred are for brevity's sake hereinafter referred to as "the **Property**" and more particularly described in the **First Schedule** hereunder written;

e. By virtue of the aforesaid documents, the Society herein is absolutely seized and possessed of and/or well and sufficiently entitled to and Lessee of the said Plot and the Owner of the then existing building then occupied by its 48 (Forty-Eight) Members The property stands in the name of the said Society in the records of MHADA. . ;

f. The then building was more than 66 years the said Society with the consent and concurrence of its Members was therefore desirous of carrying out redevelopment on the said property by demolishing the said building and by constructing a new building through a reputed Developer, having the requisite expertise and infrastructure for undertaking the said redevelopment and construction work.

WHEREAS - II:

a. By a Development Agreement dated 12th April 2023, executed between the Society, its Members and the Promoters/Developers, registered with the Sub-Registrar of Assurance at Kurla under Serial No. KRL1-7100/2023 dated 17/04/2023, read with Power of Attorney registered with the Sub-Registrar of Assurances at Kurla under Serial No.KRL1-7105-2023, the Society with the consent and confirmation of its Members appointed the Promoters as its Developer and granted development right in respect of the property for the consideration and on the terms and conditions recorded therein, which is still valid, subsisting and binding upon the Society, its Members and the Promoters/Developers herein.

b. Since the name of the Society was not correctly reflected in the said Development Agreement and the Power of Attorney by a Deed of Modification dated 4th July 2023, executed between the Society and the Promoters, registered with the Sub-Registrar of Assurances at Kurla under Serial No.KRL-5/14158/2023 dated 04/07/2023, modify the name of the Society in the said Development Agreement and by Deed of Modification dated 4th July 2023, registered with the Sub-Registrar of Assurances at Kurla under Serial No.KRL-5/14159/2023 dated 04/07/2023, modified the name of the Society in the Power of Attorney.

WHEREAS – III:

a. The Promoters have appointed M/s. Archo Consultants (Mr. Sachin Rakshe) , having Office at Building No. 04/A, Wing- 002,Tilak Nagar, Sun view Co-operative Housing Society Limited, Tilak Nagar, Chembur, Mumbai- 400 089, registered with the Counsel of Architects as Architect and ASSOCIATED STRUCTURAL ENGINEERS LLP (Mr. Rohit Ravindra Varma), having address at 607, Opal Square, Opp. Railadevi Lake, S.G. Barve Road, Wagle Estate, Thane (W), 400604 as RCC Consultant for preparation of structural designs, drawings and to apply for and obtain requisite permissions, sanctions, certificates, etc. and the Promoters have accepted and approved the supervision of the said Architect and Consultant till the completion of the Project in all respect unless otherwise agreed upon. The said appointments are as per Rules prescribed by the Counsel of Architects;

b. On necessary proposal being submitted, the Concerned Authority of MHADA vide its offer letter bearing No. CO/MB/REE/NOC/F-1499/1650/2023 dated 14th June 2023 has approved the proposal and allotted and permitted use of the built-up area of 7954.38 sq. mtrs. (exclusive of the benefit of Fungible

c. On the plans and proposals being submitted by the Promoters the Concerned Development Authority/MHADA sanctioned the plans and issued I.O.A. under reference No. MH/EE/(BP)/GM/MHADA-29/1310/2023 dated 14th July 2023 for the purpose of construction of the proposed building on the said plot.

d. By Individual Agreements executed with the Members in respect of their individual premises in the then existing building, the Promoters herein have agreed to provide Permanent Alternate Accommodation on ownership in the proposed building and the Members have vacated their respective premises and handed over to the Promoters for demolition of the building which has already been demolished;

e. On compliance of the requisite terms of the I.O.D/I.O.A. the Promoters have been issued Commencement Certificate bearing Ref. No. MH/EE/(BP)/GM/MHADA-29/1310/2023/CC/1/New dated 4th October 2023 by the Executive Engineer of MCGM and accordingly the Promoters have commenced the development work;

f. As provided in the said Agreement, the Promoters, after having provided/earmarked the new premises/flats to be provided to the members of the society and the agreed car parking space, are entitled to deal with and dispose of the remaining constructed area in the form of Residential Premises and are authorized to allot and allow their Intending/Prospective Purchasers to use of the remaining Car Parking Spaces (i.e. Open + Stack parking) as available to them;

g. The terms, conditions, stipulations and restrictions, laid down or which may hereafter be laid down by the Local Authorities including MCGM/MHADA in respect of the development on the said Property will be observed and performed by the Promoters while constructing the new building known as "**GAMI AND JAYDEEP ESTELLA** " consists of residential and commercial which are based upon due performance and observance and the Occupation Certificate in respect of the development works to be granted by the Concerned Local Authorities;

WHEREAS –VI:

a. The Promoters have accordingly commenced construction of Building known as "**GAMI AND JAYDEEP ESTELLA**" consists of 2 (two) basement(part) /Stilt (part) +Ground Floor (part) + First (office and part residence)+ 08th Floor (Refugee area and fitness centre) + 02nd to 16th floor and presently constructed upto _____ and are in process of further construction of the proposed building;

WHEREAS – V:

a. As contemplated in the Agreement the Promoters are required to provide to the Members 48 (Forty Eight) residential premises having an aggregate area of _____ sq.ft (carpet area as defined under RERA/MahaRERA) with agreed amenities and the car parking space free of costs as contemplated in the said Development Agreement from and out of the total development potentiality available for construction and as approved/to be approved by the Concerned Authorities including MHADA;

b. As provided in the said Development Agreement the Promoters, after having agreed to provide the said new premises/flats to the members of the society, are entitled to deal with and dispose of the remaining constructed area in the form of Shops/Commercial Premises and the Residential Premises/Flats as also the

remaining car parking space (i.e. Open + Stack Parking) and are authorized to allot and allow their Intending/Prospective Purchasers as available to them;

c. The terms, conditions, stipulations and restrictions, laid down or which may hereafter be laid down by the local authorities including MCGM/MHADA or any other public bodies in respect of the development on the said Plot will be observed and performed by the Promoters while constructing the said building which are based upon due performance and observance and the Occupation Certificate in respect of the development works is to be granted by the Concerned Local Authorities;

WHEREAS – VI:

a. The Purchaser/s has/have demanded from the Promoters and the Promoters have given to the Purchaser/s inspection of all the documents of Title relating to the project land and the said development works including the sanctioned plans and permission, designs, specifications prepared by the said Promoter's Architect, permissions, I.O.D., Commencement Certificate and/or other documents and disclosures as are prescribed under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the said Act**") and the Rules framed thereunder;

d. M/s. Pramodkumar & Co., (Regd.), Advocates for the Promoters by their Report on Title dated 28th October 2023, have, inter alia, certified that subject to the terms of the said Agreement and subject to what is contemplated in the Report on Title the right, title and interest of the Society in respect of the plot and of the Promoters to develop the said plot is marketable;

e. The copies of P. R. Cards in respect of the said Plot, Report on Title, I.O.D., C.C. and Floor Plans of the Flat/Premises allotted to the Purchaser/s herein are hereto annexed and marked as **ANNEXURE " " to " "** respectively;

f. An Authenticated copies of plans or layout, as approved by the Concerned Authority/MHADA is annexed hereto as ANNEXURE "__".

g. The Authenticated copy of the plans or layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the project have been annexed hereto as ANNEXURE "___" hereto.

h. The Authenticated copies of plans and specification of the premises/Apartment/Flat agreed to be purchased by the Allottee/Purchasers as sanctioned and approved by the concerned Local Authority/MHADA have been annexed and marked as ANNEXURE "__".

i. The Promoter has got some of the approvals, from the concerned local authority/MHADA 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.

j. 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 perform by the Promoters while developing the project and the said building and upon due observance and performance of which only the completion or Occupancy Certificate in respect of the said Buildings shall be granted by the concerned local authority.

k. The Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans.

l. The Purchaser/s has/have applied to the Promoters herein for allotment to him/her/them and the Promoters have agreed to allot to the Purchaser/s a premises being Shops/Commercial Premises/Residential premises/Flat No. ____ admeasuring about _____sq.fts. (Carpet area as defined under RERA/MahaRERA) on _____Floor in the building known as " **GAMI AND JAYDEEP ESTELLA** "

on the said Plot (for short "the **said Flat**") along with exclusive right to use 1 (One) car parking in basement/ stilt Open + Stack parking(for short "the **car parking**") to be identified and earmarked by the Promoters at the time of handing over possession of the Flat to which the Promoters have agreed to allot to the Purchaser/s and more particularly described in the **Second Schedule** hereunder written (for brevity's sake the said "Commercial Premises/**Flat**" and the said "**Car Parking Space**" unless otherwise expressly described, are hereinafter collectively referred to as "the **premises**"); at the lump sum price/consideration of Rs._____/- (Rupees_____ _____ Only) (exclusive of payment of various other amounts towards deposits, charges, taxes, advance maintenance, development charges, infrastructure charges, GST as applicable stamp duty and registration charges, etc.) and on the terms and conditions, as hereinafter appearing;

a. The carpet area of the said Commercial Premises/Flat as mentioned above means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Flat as defined under the provisions of RERA/MahaRERA and the Purchaser/s herein hereby confirm the same;

b. The Parties hereto 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, as appearing hereinafter;

c. Prior to execution of this Agreement the Purchaser/s has/have paid to the Promoters a sum of Rs_____/- (Rupees_____ _____ Only) after deducting statutory deduction (1% TDS) as per provisions of Section 194 I A of the Income Tax Act being the part payment of the consideration of the said premises, agreed to be sold and allotted, by the Promoters/Developers to the Purchaser/s (the payment and receipt whereof the Promoters hereby admit and acknowledge) and Purchaser/s has/have agreed to pay to the Promoters the balance of the sale price in the manner, hereinafter appearing;

d. The Promoters have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (for short "the said Act") and the Rules framed thereunder with the Real Estate Regulatory Authority _____under Registration No._____, copy of which is annexed hereto and marked as ANNEXURE "___";

e. The Promoters have also opened the Designated/RERA Bank Account with _____ Bank having its Branch at _____bearing Account No._____ and shall be operated in compliance of the provisions of the said Act;

f. Under Section 13 of the said Act, the Promoters herein are required to execute a written Agreement for Sale of the said premises with the Purchaser, which is being in fact these presents and also to register such Agreement under the Registration Act, 1908.

g. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between, the Promoters hereby agrees to sell and the Allottee hereby agrees to purchase the premises.

WHEREAS – VII:

a. The Promoter(s) have availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on the Project "**GAMI AND JAYDEEP ESTELLA**" situated at Plot bearing piece and parcels of land admeasuring 1230.74 sq.mtrs. as per Indenture of Lease + 452.72 sq.mtrs Tit Bit area as mentioned in the Offer Letter dated 14.06.2023

bearing CTS No. 826 (Pt), Survey No. 67 to 71, lying being situated at village – Chembur, Taluka – Kurla, in Registration District of Mumbai Sub-urban -400071. **Project RERA Registration No - P51800054781**

b. In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 30.08.2024 executed between the Promoter as Mortgagor and AU Small Finance Bank Ltd. As Mortgagee and have created a Mortgage on the Project "**GAMI AND JAYDEEP ESTELLA**" upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 30.08.2024 is registered with Office of Joint Sub Registrar Kurla - 1 under Serial No. KRL-1-17240-2024.

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

1. The Promoters hereby declare and confirm that what is recited hereinabove with regard to the leasehold right of the Lessee/Society in respect of the Plot and the right of the Promoters for development /redevelopment thereof under the said Development Agreement for development Scheme sanctioned/to be sanctioned hereafter with such modification as may be permitted by the Concerned Authorities shall be treated as declarations/ representations on their part and shall form integral part of this Agreement.

2. The Promoters have commenced the construction of the building known as "GAMI AND JAYDEEP ESTELLA" consists of 2 (two) basement(part) /Stilt (part) +Ground Floor (part) + First (office and part residence)_+ 08th Floor (Refugee area and fitness centre) + 02nd to 16th floor (presently constructed upto _____slabs) having an aggregate area of _____sq.fts. i.e. _____ sq.mtrs. inclusive of the benefit of Premium FSI etc., in terms of Letter of Offer dated 14th June 2023, Fungible FSI, compensatory area and other benefit of development potential presently approved/granted comprising of ___ Shops/Commercial Premises and ____ residential premises/flats; as per the sanctioned /amended/modified sanctioned Plan so issued, granted/is being granted /modified /amended by the Concerned Authorities including MHADA on the said Plot more particularly described in the First Schedule hereunder written which have been seen and approved by the Purchaser/s, with only such variations and modifications for use of the full development potentiality as available or on being made available in accordance with the present policy of the Development Authority and as the Promoters may consider necessary or as may be required by the Concerned Local Authority including MCGM/MHADA to be made in them or any of them in terms of the said Development Agreement.

   PROVIDED THAT, if necessary under the provision of the said Act, the Promoters shall obtain prior consent of the Purchaser/s in respect of such variations and modifications only if the same is adversely affected the Purchaser/s herein as to the said premises/flats agreed to be allotted, and not in any other case or otherwise whatsoever.

3. <u>DISCLOSURES AND TITLE</u>

   The Purchaser hereby declares and confirms that prior to the execution of this presents and as recited hereinabove as to the disclosure the Promoters have also given the following disclosures:

   (i) the Promoters have made full and complete disclosure of their title to the Plot/Property on which the said Building is being constructed.

   (ii) Nature of the Promoters' right.

   (iii) He/she/they has/have taken inspection of all the relevant documents; and

   (iv) He/she/they has/have, in relation to the Flat/ Premises /Building/Property including the property. Satisfied himself /herself/themselves of inter-alia the following:

      a. Nature of the Promoters' right, title and encumbrances, if any;

      b. The Approvals (current and future);

c. The drawings, plans and specifications;

d. Nature and particulars of fixtures, fittings and amenities.

4. The Promoters hereby represent and the Purchaser/s hereby confirm that the Promoters are required to provide 48 (forty eight) Flats/residential Premises/flats free of cost in the new building, the construction of which is undertaken by the Promoters to the said Lessee/Society and the Members and to provide the agreed Car Parking [_____ (_____) parking to the members of the Society] in terms of the said Agreement, the particulars of which have been disclosed to the Purchaser/s and set out in Annexure "___" to the said Agreement. The Premises/Flat agreed to be allotted under these presents to the Purchaser/s is not the Premises/Flats offered to any of the Members of the society. The Promoters have full right, absolute authority and entitled to allot the said Premise/flat hereby agreed to be allotted to the Purchaser/s.

5. (i)The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell and allot to the Purchaser/s, on Ownership basis a Shops/Commercial Premises /Flat being Flat No. _____ admeasuring _____ sq.fts. (i.e. _____ sq.mts. (Carpet area as defined under RERA/MahaRERA) on the ____ Floor in the building known as "GAMI AND JAYDEEP ESTELLA " (for short "the said Commercial Premises/Flat") as shown in red colour boundary line on the typical floor plan thereof annexed hereto and marked as ANNEXURE "___" together with the permission to use 1 (One) car parking space in basement/stilt/Open + Stack Parking (for short "the Parking Space") to be identified/earmarked by the Promoters at the time of handing over possession of the Flat to the Purchaser/sand more particularly described in the Second Schedule hereunder written (for brevity's the said Flat and the said Car Parking Space unless otherwise expressly described, are hereinafter collectively referred to as "the Premises"); at or for the consideration of Rs._____/- (Rupees _____Only) as lump sum consideration which is inclusive of the proportionate price of the common area and the facilities appurtenant to the said Premise/flat but exclusive of all Statutory Levies including of GST as applicable, development charges, infrastructure charges as also various deposits, charges, advance maintenance, fees, etc. as specified hereinafter under these presents. The Purchaser/s shall pay the aforesaid consideration price to the Promoters/Developers as follows:-

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos____admeasuring _____sq. ft. having _____ ft. length x _____ ft. breath x_____ ft. vertical clearance and situated atBasement and/or stilt and /or_podium being constructed in thelayout for the consideration of Rs. _____/-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos admeasuring _____sq. ft. having _____ ft. length x _____ ft. breath x_____ ft. vertical clearance and situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. /-.

I. The Allottee has paid on or before execution of this agreement a sum of Rs (Rupees only) (not exceeding the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the amount of Rs .....(Rupees .....) and shall be deposited in RERA Des Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situ _____. In addition to the above bank account, I/we have opened in the sam RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Acco _____ and _____ respectively. Payment Schedule for the Consideration Value (CV) ex GST:

Payment Schedule	IN %
On Booking	10%
On or Before Registration of agreement or Comple Basement Footing	30%
On Completion of Plinth	10%
On Completion of 1st Livable Slab	3%
On Completion of 3rd Livable Slab	3%
On Completion of 5th Livable Slab	3%
On Completion of 7th Livable Slab	3%
On Completion of 9th Livable Slab	3%
On Completion of 11th Livable Slab	3%
On Completion of 13th Livable Slab	3%
On Completion of 16th Livable Slab	3%
On Completion of Terrace Slab	2%
On Completion of Internal Walls	2%
On Completion of Internal Plaster	2%
On Completion of External Plaster	3%
On Completion of Internal Floor	2%
On Completion of Internal Wall tiling work	2%
On Completion of Internal/External Plumbing	2%
On Completion of External Painting Work	3%
On Completion of Internal Painting Work	3%

On Possession	5%
Total	**100%**

The aforesaid schedule is not chronological payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.

6. The Total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, service tax and cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Promoter) up to the date of handling over the possession of the Premises/Flat.

7. The total price is escalation -free, save and except escalations /increases, due to increase on account of development /infrastructure or otherwise charges by whatever name called payable to the Competent Authority (State /Central /local bodies) and/or any other increase in charges which may be levied or imposed by the Competent Authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser for increase in development/infrastructure or other charges, costs or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification /order /rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/Purchaser, which shall only be applicable on payment made subsequent payments as applicable.

8. The aforesaid consideration shall be paid subject to statutory deduction of 1% TDS as applicable to the transaction and as contemplated under the Provisions of Section 194 (I)(A) of the Income Tax Act and on such deduction the Purchaser/s shall issue necessary Certificate of Deduction to enable the Promoters to submit the same before the said Concerned Authorities so as to get due adjustment thereof. In the event the Purchaser/s does/do not issue and submit such Certificate of Deduction, the Purchaser/s shall be bound and liable to pay to the Promoters such amount of statutory deductions in accordance with the Law/Provisions of Income Tax Act as may be applicable.

9. The Purchasers have agreed to acquire and purchase the said premises/flats jointly as **tenant-in-common/joint tenant** having following undivided share, right, title and interest:-

    1. Purchaser No.1 ___%
    2. Purchaser No.2 ___%

    The consideration agreed to be paid and the amounts required to be paid by the Purchasers shall be paid in the aforesaid proportion of their undivided share, right, title and interest.

10. The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @__% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate shall not be subject to any revision/withdrawal once granted to a Purchaser by the Promoters. (is there any possibility to remove this point).

11. The Promoters hereby represent and the Purchaser/s hereby confirm having personally verified that the Promoters have already commenced the construction of the said new building/so far completed the construction of the said building upto____ Slab/Floor and accordingly are entitled to receive from the Purchaser/s and the Purchaser/s is/are required to pay to the Promoters the part-consideration as set out hereinabove payable upto the work so far carried out as aforesaid.

12. It is expressly agreed and understood that if the Promoters carry out and complete the works of construction of brick walls, flooring, etc. as contemplated at Items (____) to (____) set out in item no. ____ to ____ of clause _____ in respect of the said premises/flats agreed to be sold/allotted to the Purchaser/s under these presents, while construction of other slabs and other work is in process, the Purchaser/s immediately on requiring by the Promoters, shall pay the amount of installments under Items (____) to (_____) or such of them as set out hereinabove depending upon completion of work. Time for making payment of the above amounts shall be the essence of the contract.

13. The Promoters shall confirm the final carpet area of the premises/flat that has been allotted to the Purchaser/s after the construction of the Building complete and the Occupancy Certificate is granted by the Competent Authority by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchaser/s 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 Purchasers. If there is any increase in the carpet area allotted to Purchaser/s, the Promoters shall demand additional amount from the Purchaser/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 ___(__) of this Agreement.

14. <u>SECURITIZATION OF THE TOTAL CONSIDERATION</u>

The Purchaser hereby confirms to the Promoters to securitize the Total Consideration and/or part thereof and the amounts receivable by the Promoters hereunder and to assign to the banks/financial Institutions the right to directly receive from the Purchaser the Total Consideration and/or part thereof and/or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration agreed to be paid by the Purchasers for the Premises and any payment made by the Purchasers to the Promoters and/or any bank or financial institution nominated by the Promoters in writing, shall be treated as being towards the fulfillment of the obligations of the Purchaser/s under this Agreement to the extent of such payment.

15. The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition sale/transfer of immovable properties in India, etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the Provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understand and agree that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

15b. The Promoters accept no responsibility in this regard. The Purchaser/s shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoters immediately and comply with necessary formalities, if any, under the applicable laws. The Promoters shall not be responsible towards any third

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

15c. The Purchaser/s authorize the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in their sole discretion deem fit and the Purchaser/s undertake not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.

16a. In the event, the Purchaser/s being desirous of obtaining housing loan from any bankers or financial institutions so as to pay the balance consideration for purchase the said premises/flats under these presents, the Purchaser/s shall be entitled to do so only after obtaining previous written consent from the Promoters and only after he/she/their having complied with, fulfilled, observed and performed his/ her/their part of the obligations contained under these presents and further undertake to do so. The Promoters do not give guarantee to such finance or housing loan and the Purchaser/s shall apply for and obtain such housing finance/loan solely at his/her/their risk as to costs and consequences and shall indemnify and keep the Promoters indemnified against any claim, demand or action being claimed, demanded or initiated by the bankers and/or financial institutions whosoever have sanctioned and/or disbursed such housing finance.

16b. It is further agreed and understood that in the event of the Purchaser/s having obtained sanction of housing finance, Purchaser/s shall inform in writing to the Promoters of having his/her/their obtained sanction of such finance and confirm that the bankers/financial institution shall disburse and pay the housing finance/loan as may have been sanctioned and approved directly to and in the name of the Promoters alone. Such disbursement/payment shall be made by the bankers/financial institution by Cheque (crossed/Account Payee) /Pay Order/RTGS directly in the name of the Promoters and shall be handed over personally to the Promoters Acknowledgement, if any, by any unauthorized persons and/or the Purchaser herein shall not bind the Promoters as having received such housing finance on behalf of the Purchaser/s.

16c. It is further agreed and understood that the Purchaser/s, subject to what is stated hereinabove, shall be free to offer his/her/their right under these presents only as and by way of security for repayment of such finance. The Promoters shall not be called upon to sign or execute any further or other writings, confirmation, declaration or otherwise nor shall they be called upon to give any security of their right of development of the said property/plot to any bankers/financial institution. It is further agreed and understood that irrespective of the fact whether the Purchaser/s has/have obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said premises/flats, in the event of any delay in disbursement or failure in payment/disbursement of the balance consideration payable by the Purchaser/s to the Promoters under these presents, the Purchaser/s alone shall personally be liable or responsible to pay the amount so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchaser/s shall pay amount so due and payable to the Promoters from his/her/their own source of income.

16d. The transaction under these presents is for allotment of said premises to the Purchaser/s in the building to be constructed by the Promoters on the plot pursuant to the Authority given by the said Lessees under the documents executed in favour of the Promoters. The consideration fixed under these presents is exclusive of payment of statutory charges or levies including GST as applicable/levy by any authority or authorities of Government or Semi-Government. The Purchaser/s alone shall, in addition to the aforesaid consideration pay and/or reimburse to the Promoters all such statutory, levies and charges including,

betterment/development/ infrastructure charges, as may be payable, etc. as and, if so levied, by the Concerned Authorities and the Promoters shall not be held liable or responsible for the same.

16e. In the event of delay or default in payment of any one or more installments on being payable under these presents, by the Purchaser and/or his/her/their Banker/Financial Institution the Purchaser/s personally shall be liable to pay such amount of interest as the Promoters are entitled to as also subjected to cancellation of the allotment and termination of this agreement as completed under these presents. The Banker/Financial Institution shall not claim any equity or otherwise against the Promoters. It is expressly agreed and understood by the Purchaser/s that due to force major events as contemplated hereinafter, in the event, if the Promoters are unable to hand over possession of the premises within stipulated period, (which is being tentative) the Purchaser shall not claim any interest or compensation on the ground that he/she/they being subjected to pay interest to his/her/their Banker/Financial Institution as the Banker/Financial Institution would consider to sanction/disburse the loan/finance only confirming/having notice of the terms of these presents.

17. The Purchaser/s hereby expressly declare and confirm that he/she /they has/have been disclosed by the Promoters various terms, conditions, stipulations, etc. under the said Agreement entered into with the said Lessees, permissions, orders, approvals, sanctions/NOC granted by various Concerned Authorities as recited hereinabove and other disclosers in terms of provisions of RERA/MahaRERA. The Purchaser/s independently as also jointly with the Purchaser/s of other premises/flats in the building, on taking possession of their respective Flat, shall comply with, fulfill, observe, perform and abide by all the terms, conditions, stipulations, etc. imposed by the Concerned Authorities while giving/granting various permissions, orders, approvals, sanctions/NOC as aforesaid. It is expressly agreed and understood that the Purchaser/s shall specifically comply with the terms of I.O.D. bearing reference No. _____ dated _____ issued by MCGM. The Purchaser/s shall not object, dispute or challenge to all such terms and conditions of the I.O.D. as aforesaid.

18. The Promoters 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 Premises to the Purchaser, obtain from the Concerned Local Authority Occupancy Certificates in respect of the said Premises.

19. Time is essence for the Promoters as well as the Purchaser. The Promoters subject to the events of force majeure shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser and the common areas to the Organization/Society on being formed and registered after receiving the Full Occupancy Certificate. Similarly, the Purchaser shall make timely payments of the installments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the Promoters carrying out the construction work as contemplated and as provided in clause (____) hereinabove (i.e. Payment Plan linked with completion of the concerned work)

20. The Promoters hereby declare that the FSI presently available in respect of the said plot described in the First Schedule hereunder written and as per the amended policy of the Concerned Development Authority is about _____sq.mts., inclusive of Fungible FSI, Premium FSI/TDR FSI as granted by Municipal Corporation of Greater Mumbai/MHADA TDR FSI of _____sq.mts., as evident from the sanctioned plans and are entitled to acquire balance development potentiality of TDR FSI as may be permitted and hereby reserve their right to consume and avail the benefit of unused/unutilized and/or balance FSI/TDR in future and as may be permissible and as may be granted to them and the said Lessees under the said Agreement and presently the Promoters are entitled for construction of the Building by use of the

development potential of _____sq.mtrs. and that no part of the said Floor Space Index (FSI) has been utilized by the Promoters elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Promoters elsewhere, then the Promoters shall furnish to the Purchaser/s all the detailed particulars in respect of such utilization of said FSI by them. In case while developing the said plot, the Promoters have utilized any further FSI of any other property by way of floating FSI or TDR then the particulars of such FSI shall be disclosed by the Promoters to the Purchaser/s.

21 If the Promoters fail to abide by the time schedule for completing the project and handing over the Premises to the Purchaser, the Promoters agree to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser (s) to the Promoters.

22. Without prejudice to the right of promoters to charge interest as stipulated ____ above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoters under this Agreement (including his/her proportionate share of taxes/GST levied by Concerned Local Authority and other outgoings) and on the Purchaser committing two three defaults of payment of instalments, the Promoters shall at their own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Purchasers, by registered post AD at the address provided by the Purchaser and mail at the email address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which its is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

OR

PROVIDED FURTHER THAT upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s his/her/their Bankers/Lenders (subject to adjustment and recovery of any agreed liquidated damages as set out under these presents or any other amount which may be payable to the Promoters) within a period of thirty days of the termination, the balance of consideration of the flat/premises which may till then have been paid by the Purchaser/s to the Promoters. However, such amount shall be refunded only against the Purchaser/s having executed and get registered a Deed of Cancellation with usual covenants and return of Original of these presents. The Purchaser/s shall not be entitled to claim refund/return of any of the statutory levies such as stamp duty, registration charges, GST, etc.

In the event the Purchaser/s has/have taken housing finance/loan from his/her/their banks/financial institutions, then in such event the aforesaid amount shall be refunded directly to the banker/financial institution against return of the Original of the Agreement so deposited as security, duly cancelled and on execution and registration of necessary document.

On termination the Promoters are free to deal with the premises/flats as they deem fit even without executing necessary Deed of Cancellation. Purchaser confirms the same and shall no dispute the same or create any false case/claims on the Promoters or the premises/flats.

23. 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 "__" annexed hereto.

24 POSSESSION

24.1 The Promoters shall give possession of the said Residential Premises to the Purchaser/s on or before 31st day of March 2027. If the Promoters fail or neglect to give possession of the Unit/Apartment/Premises to the Purchaser on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the Clause ___ herein above from the date the Promotes received the sum till the date the amounts and interest the reinsure paid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Unit/Apartment/Premises on the aforesaid date, if the completion of building in which the Unit/Apartment /Premises 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.

While handing over possession of the said premises Promoters shall identify the car parking space if so allotted, as above.

24.2. **PROCEDURE FOR TAKING POSSESSION –**

The Promoters, upon obtaining the Occupancy Certificate from the Competent Authority and on the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Premises, to the in terms of this Agreement to be taken within ___ (days) from the date of issue of such notice and the Promoters shall give possession of the Premises to the Purchasers against the Purchaser executing a letter of possession and confirmation. The Promoters agree and undertake to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser/s agree(s) to pay the maintenance and other charges/taxes as determined by the Promoters or association of Purchasers in the Buildings, as the case may be. The Promoters on their behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of Wing.

24.3. The Purchasers shall take possession of the Premises within 15 days of the written notice from the Promoters to the Purchasers intimating that the said Premises are ready for use and occupancy:

24.4. Failure of Purchasers to take Possession of Premises: Upon receiving a written intimation from the Promoters as above, the Purchaser shall take possession of the Premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Premises to the Purchaser. In case the Purchaser fails to take possession within the time provided as above the Purchaser shall continue to be liable to pay maintenance charges, taxes, etc. as applicable.

24.5 The Project shall be known as "GAMI AND JAYDEEP ESTELLA", but Wing in which the Unit/Apartment /Premises is attached under these presents shall be known as "_____"

25. If within a period of five years from the date of handing over the Premises to the Purchasers, the Purchasers brings to the notice of the Promoter any Structural defect in the premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in

case it is not possible to rectify such defects, then the Purchasers shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

26. The Purchaser shall use the Premises or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/go-down for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

27. <u>ULTIMATE ORGANIZATION</u>

27.1 Since the Society is already in existence and being the Lessee of the said plot and other allotted areas, the Promoters/Developers are not required to form any other association or organization nor to cause transfer of any further right in portion of the said entire plot and/or the building on being constructed thereon.

27.2 Within 3 months from the date of the Purchaser is handed over possession of the premises, so allotted under these presents, the Promoter shall cause the society to admit, enroll and accept the Purchaser as its member and shareholder and issue necessary shares, from its share capital. The Purchasers shall sign execute and submit necessary, applications/membership Applications, and other requisite forms and submit the same alongwith the true copy of these presents to the society to get him/her/them admitted as members of the society.

27.3 On the Purchaser being admitted and accepted as Member of the Society, the Purchaser shall bound and liable to comply with, fulfill, observe and perform all the Rules, Regulations and Bye-Laws of the said Society as also all the statutory stipulations, terms, conditions and covenants for use of such premises. The Purchaser along with Purchasers of other premises shall be bound and liable to comply with and fulfill all the terms, conditions and obligations as contemplated in the said Development Agreement.

28. After having expired period of notice in writing on being given by the Promoters to the Purchaser/s that the said premises is ready for use and occupation, the Purchaser/s on being required and called upon by the Promoters shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said premises) of outgoings in respect of the said plot and building namely local taxes, betterment charges or such other levies by the Concerned Local Authority/MCGM/MHADA and/or Government Authorities towards water charges, property taxes, Lease, rent, insurance, common lights repairs and salaries of clerks, bill collectors, chowkidars, sweepers, maintenance of main water pump, auxiliary water pump, lifts, common area and all other expenses necessary and incidental to the management and maintenance of the plot and the building to the Promoters and/or the Society on being formed and registered as the case may be. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters. The Purchaser/s shall also be liable to pay to the Promoters his/her/their share for payment of development and infrastructure charges/deposits, etc. as may be demanded by the Promoters.

29.1 The Purchaser, on or before taking possession of the said premises, shall pay the Promoters the following amounts.

i) Rs._____/- for legal charges

ii) Rs._____/- towards electric water meter and gas deposit and charges.

iii) Rs._____/- Development charges and infrastructure charges

iv) Rs._____/- Expenses towards providing fitness Centre

and other amenities (if so provided)

v) Rs. _____/- towards_____(kindly fill in) charges

vi) Rs._____/-

==========

Rs. _____/- Total

==========

The amount paid or becoming payable to the Promoters by the Purchaser under this Sub-clause are non-refundable and shall not carry any interest. The Promoters shall not be liable to render any accounts of such amounts or deposit to such Purchaser or Society at any time.

29.2 At the time of taking possession of the new premises the Purchaser/s shall deposit with the Promoters a sum of Rs._____/- (Rupees _____ Only) as Security Deposit towards any loss or damages/destruction, etc. being caused in the Flat/adjoining Flats, any portion of the building or common facilities while carrying out work of interior, fittings, etc. in the Flat. On completion of such work, the Promoters after having verified loss, damages or destruction, if any, being caused, ascertain the loss, etc. and after deducting the same, shall refund the balance amount of such deposit to the Purchaser/s.

30. The Purchaser shall also on or before taking possession of the said Premises keep deposited with the Promoters the following amounts.

i) Rs._____/- for share money, membership application, entrance fee of the Society/Organization .

iii) Rs._____/- Advance maintenance charges for 18 monthly)

Rs._____/- Total

==========

31. The Purchaser/s shall checkup the fixtures and fittings in the said Flat before taking possession of the same. Thereafter, the Purchaser/s shall have no claim against the Promoters in respect of any item or work in the said flat/shop or in the said building/s which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications and/or this agreement and/or otherwise howsoever in relation thereto.

32. **REGISTRATION:**

It shall be the responsibility of the Purchaser/s to pay the Stamp duty and Registration charges before execution of this Agreement and immediately, after execution of this Agreement, at his/her/their own cost and expense, lodge the same for the registration with the office of Sub-Registrar of Assurances. The Purchaser/s shall forthwith inform the Promoters the serial number under which the Agreement is lodged so as to enable the representative of the Promoters to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Promoters may extend assistance/co-operation for the registration of this Agreement, at the cost and expense of the Purchaser/s. However, the Promoters shall not be responsible or liable for any delay or default in such registration.

33. The Promoters shall utilize the amounts paid by the Purchaser/s to the Promoters for meeting all legal costs, charges and expenses, outgoings, payment deposit including professional costs of the Attorney at Law/Advocates of the Promoters in connection with a admission as member of the said Society and the cost of preparing and engrossing this Agreement.

34. The Promoters shall maintain a separate records/account in the books in respect of sums received by the Promoters from the Purchaser/s as advance or deposit, sums received on account of the share money for

admitting the Purchaser/s as member of the said Society on being formed and registered on or towards the outgoings and shall utilize the amounts only for the purposes for which they have been received.

OR

Stamp Duty and Registration:- the charges towards stamp duty and registration of this Agreement shall be borne by the Allottee.

35. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance of giving of time to the Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s or shall the same in any manner prejudice the rights of the Promoters.

36. As provided in the said Agreement, the Promoters shall have full right and absolute power and authority and will be absolutely entitled to raise moneys for development of the said Plot or otherwise and to keep their right of development under the said Agreement and the unsold premises available to them of free sale as security for repayment thereof and the Purchaser/s hereby confirm the same.

37. The Promoters shall in respect of any amount remaining unpaid by the Purchaser/s under this Agreement have first and express lien and charge on the said premises agreed to be purchased/acquired by the Purchaser/s.

38. <u>REPRESENTIONS AND WARRANTIES OF THE PROMOTERS</u>

The Promoters hereby represents and warrants to the Purchaser/s as follows:

i. The Promoters has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoters have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigation pending before any Court of law with respect other project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/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 Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project and, Building/wing and common areas.

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

vii. The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including

the Project and the said Premises which will, in any manner, affect the rights of Purchaser/s under this Agreement;

viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement;

ix. At the time of execution of the definitive documents i.e. Deed Assignment to the association of Purchaser/s the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s.

x. The Promoters have duly paid and shall continue to pay and discharge undisputed Government all 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 Promoters in respect of the project land and/or the Project except those disclosed in the title report.

39. The Purchaser/s for himself/herself/themselves with intention to bring all persons (into whosoever hands the premises/flats may come) doth hereby covenants with the Promoters as follows:-

i) To maintain the said premises agreed to be sold/allotted under this Agreement at his/her/their own cost in good tenantable repair and condition from the date the possession of the said premises is taken and shall not do or suffered to be done anything in or to the building in which the said premises is situated, staircase or any passage which may be against the Rules, Regulations or Bye-Laws of Concerned Local or any other authority and/or the Bye-Laws of the Society on being formed and registered or change alter or make addition in or to the building in which the said premises is situated and the said premises itself or any part thereof.

ii) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by the Concerned Local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the upper floors, staircases, common passage or any other structure of the building in which the premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building on account of negligence or default of the Purchaser/s, in this behalf, the Purchaser/s shall be liable for the consequence of the breach.

iii) To carry at his/her/their own cost all internal repairs to the said premises and maintain the said premises in the same conditions, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or cause to be done anything in or to the building in which the said premises is situate or the premises which may violate the Rules and Regulations and Bye-Laws of the Concerned Local Authority including MCGM or other Public Authority and/or the Society. In the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequences thereof to the Concerned Local Authority and/or other Public Authority/MHADA.

iv) Not to demolish or cause to be demolished the said premises agreed to be allotted under these presents or any part thereof, nor at any time make or cause to made any addition or alteration of whatever nature therein or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers,

drains pipes in the building premises and appurtenances thereto in good, tenable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner damages to columns, beams, walls, slabs or RCC Pardis or other structural Members in the said premises without the prior written permission of the Promoters and/or the Society or the Limited company .

v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said premises is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance, if so taken.

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

vii) Pay to the Promoter/ Organization within Fifteen days of demand his/her/their share of security deposit demanded by Concerned Local Authority, MCGM/MHADA the said Society or Government for giving water, electricity or any other service or connections to the building in which the said premises is situated.

viii) To bear and pay in proportion increase in local taxes, water charges, insurance such other levies if any, which are imposed or levied by the Concerned Local Authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser/s other than for residential/commercial purpose for which the Premises is sold.

ix) The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement until all the dues payable to the Promoters and the said Society under this Agreement are fully paid. and only if the Purchaser/s had not been guilty/breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtain prior consent in writing from the Promoters till the affairs and management of the Building are taken over by the Society.

x) The Purchaser/s shall observe and perform all the Rules and Regulations which the Society has so far followed and the amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building Rules, Regulations and Bye-Laws for the time being of the Concerned Local Authority including MCGM/MHADA and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulation and conditions laid down by the said Society on being formed and registered regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xi) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of society/limited society, if so required under the law as applicable but not otherwise the Purchasers shall permit the Promoter and their Surveyors and agents, with to without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii) The Purchasers shall permitted Promoter and their Surveyors and agents, with to without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xiii) The Promoters shall maintain a separate account in respect of sums received by the Promoter from the Purchasers as advance or deposit, sums received on account of the share capital to be

paid/deposited with the society towards the outgoings, legal charges and shall utilize the amounts only for the purposed for which they have been received.

xiv) Not to use any parking space (i.e. basement +Stilt + Stack with Pit and Open parking), if so permitted to use for any other purpose save and except parking of personal vehicle and not to close such space in any manner whatsoever;

xv) In the event the Promoters and/or the society require the Purchaser to temporary vacate the parking space so as to enable other Purchaser of premises in the building to have temporary use for social or other events/function, the Purchaser shall extend necessary co-operation by temporarily discontinuing such use as parking and facilitate the other Purchasers in the building;

xvi) To permit the Promoters and their surveyors agents and authorized persons with or without workmen and others, at all reasonable times, to enter into and upon the said Plot and/or building or any part thereof as also of the said premises agreed to be allotted under these presents to view and examine the state and condition thereof.

xvii) Not to use any open space either in front or rear side of the premises any open space nor to cover the same in any manner temporarily or otherwise and not to store or display any articles, goods, etc.

xviii) Not to dry the clothes or hang any clothes on any of the windows of the said premises, but shall use the dry balcony and space for that purpose.

xix) Not to do or suffered to be done anything to the Building, entrance, lobbies, staircase etc. which may be against the Rules, Regulations and bye-laws of the Concerned Local and public bodies and/or which may be inconsistent with or in breach of the various permissions, sanctions, etc. granted by the Concerned Authorities.

xx) Not to encroach upon external and/or internal ducts, voids areas attached to the premises by constructing permanent or temporary work by closing and/or using it. The said duct area is strictly provided for maintenance of service, utility such as plumbing, pipes, cables, etc.

xxi) Not to affix or put any dish antenna, A.C. Condenser units outside the premises, due to which likely possibility to spoil the exterior elevation of the premises/building. However, common dish antenna can be installed on the terrace of the building.

xxii) To keep and affix outdoor A/c units only in the location/ space specified by the Promoters to the premises/.

xxiii) That whenever the washing machine shall being installed, flexible outlet of the same shall be connected to the outlet provided in the wall through on elbow and pipe piece only and such installation must be done as per manufacturers instruction and through professional/ qualified plumbers only to avoid any further maintenance problems in future.

xxiv) Not to affix or put any grills outside the window as well as not to changes material, color, holes, windows, chajjas, railing, etc. due to which likely possibility to spoil the exterior elevation of the premises and building.

xxv) Not to put or keep plant pots, signboards and/or any object outside the windows.

xxvi) In case of purchase of Shop/premises/Commercial unit/ Office

i) not to keep any Articles, stores, goods, sign boards as also not to use and/or cover up the front open space in any manner whatsoever nor to park or permit to park any vehicles on front side of the premises and/or open space in compound of the building/ property.

ii) not to use of the premises for dance bar, or any unlawful, illegal, immoral or other purposes as prohibited by the concerned authorities of MCGM and State Govt.

iii) to separately insure such premises.

iv) not to change the internal/external work including of doors, windows etc.

v) not to dismantle the flooring nor to underlay such flooring of the premises.

vi) not to construct Chhejjas or other RCC work in the premises.

vii) to use only the front portion of the shops on the Ground Floor as access to the shop premises and shall not use any other open portion of the compound of the building/wing/plot.

viii) not to store any articles, goods, furniture or otherwise on the staircase/lobby of the wing in which the office premises is situate.

ix) not to use the lift provided in the Wing for the purpose of bringing or shifting furniture, articles, goods, etc. by the office occupier of the first floor.

x) not to use any portion of the terrace/common terrace for the purpose of installation of any communication instrument, tower or affix any sign board, hoarding, name plate or otherwise.

xi) not to use any portion of the outside walls including walls in the stair case for the purpose of affixing any name plate, board or otherwise by the occupier of the office premises.

40. After the Promoters hand over management of the building the Purchaser/s and the society shall preserve and maintain the various documents such as Ownership document, copies of I.O.D., Commencement Certificate, subsequent amendments, Occupation Certificate, canvass mounted plans, soil investigate on reports, RCC details and plans, structural stability reports, details of repairs carried out in the building, supervision certificates of Licensed site supervisor, various NOCs and completion certificates issued by licensed surveyors, Architect, CFO, etc. and the Purchaser/s along with other Purchasers and Occupants of the premises in the Building shall be responsible to carry out periodical structural audit of the building along with fire safety audit from time to time as per requirement of the authorized agency of MCGM and shall preserve and maintain the subsequent periodical structural & fire audit reports and repair history of the said building and shall comply with fulfill and abide by the terms of all the permissions, sanctions, certificates, etc., issued/to be issued hereafter by the Concerned Authorities.

41. The Purchaser/s shall use the said premises/flats and every part thereof or permit the same to be used only for the purposes as may be permissible. The said premises/Flat agreed to be allotted under these presents as also other premises/flats in the building as may be allotted by the Promoters to their prospective Purchasers shall not be used for any non-residential and such other activity and user not permitted by MCGM and a separate undertaking in writing shall be given by the Purchaser/s herein as also the Purchasers of other premises/flats in the building before taking possession of the premises/flats allotted under these presents. He/She/They shall use the car parking, if so allotted and/or permitted to use in writing only for purpose of keeping or parking the Purchaser/s' own vehicle. The Promoters shall have full right, absolute authority and entitled to allow use and allot car parking space not already allotted/allowed to such of the Purchasers of Promoters as the Promoters may deem fit and the Purchaser/s herein shall not object or dispute to the same. It is expressly agreed and understood that if the Purchaser/s has/have acquired and purchased car parking space along with the flat under these presents from the Promoters, the Purchaser/s shall not be entitled to deal with and dispose off car parking space, if so allotted under these presents separately and/or independently in favour of any outsider who have not acquired the flat in the building and shall also abide by fulfill and comply with the bye-laws directions, etc. of organization/society on being formed and registered after the Promoters hand over the management and affairs of the building and the plot to such Organization/Society on being formed and registered.

42. The said building to be constructed as aforesaid shall, always be known as **"GAMI AND JAYDEEP ESTELLA"** or by such other name as may be desired by the Promoters the name of the society shall continue to remain the same

43. It is expressly agreed and understood that the Promoters shall not be held liable or responsible to bear pay and discharge any amount towards taxes, rates, outgoings, maintenance charges, electricity and water charges, etc. in respect of the unsold flats/car parking, etc. The Purchaser/s herein shall not, either individually or with other Purchaser/s, claim for or demand any such amounts from Promoters. All the benefits including towards payment of taxes, maintenance and other charges in respect of the unsold premises/flats/parking space, even after possession of other premises are handed over to other purchasers from the Promoters, as also to the members of the Society on being formed and registered, etc. shall exclusively belong to the Promoters alone.

44. The Terrace space in front of or adjacent to the terrace flats in the said building, if any as per the sanction plan shall be permitted to use exclusively to the respective purchaser of the terrace flats and such terrace spaces are intended for the exclusive use of the respective terrace flat/Purchasers as the use thereof has been permitted to him/her/them. Subject however, to the bye laws and other circulars/resolutions of the Society and terms imposed/ to be imposed.

45. The Promoters shall, if necessary, become the member of the Society in respect of their rights and benefits with regard to unsold Flats/Premises or otherwise. If the Promoters deal with or transfer, assign and dispose of such premises/flats or rights and benefits under the said Agreement, at any time to anybody, and realized/recovered all the amounts/consideration, etc. and after necessary intimation in writing being given by the Promoters, then, the respective assignee, transferee and/or the Purchaser/s thereof shall become members of the Society in respect of the said rights and benefits. The Purchaser/s herein will not have any objection to admit such assignee, transferee and/or Purchaser/s as the member of the society without any charges whatsoever.

46. In addition to payment of GST, if so payable, development charges, etc., as contemplated hereinabove, if by reason of any amendment to the constitution or enactment or amendment of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is held to be liable to any other levies/tax's as a sale, service General service or otherwise in whatever form either as a whole or in part any inputs or materials or equipment's used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Purchaser/s along with other Purchaser on demand at any time and the Promoters shall not be held liable or responsible.

The Purchaser/s subject to timely compliance of the obligations including payment of various amounts and subject to the right of the Promoters including of termination under these presents, shall have no claim, save and except, in respect of the said premises hereby agreed to be allotted and sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, fitness Centre & gymnasium, if so, provided though not required refugee area, if any, etc. in the building, will remain the property of the Promoters until the said plot and building are transferred to the society as hereinbefore mentioned.

i. The Purchaser hereby agrees and undertakes that he/she/they shall comply with fulfil and observe rules and regulations as may be framed by the Promoter and/or the society as also the membership fees for use of the Fitness centre provided by the Promoters.

47. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said Plot and building or any part thereof which shall belong to the Society. The Purchaser/s subject to timely compliance of the obligations including payment of various amounts and subject to the right of the Promoters including of termination under these presents, shall have no claim, save and except, in respect of the said premises hereby agreed to be allotted and sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, fitness centre, gymnasium, refugee area, etc. in the building, will remain the property of the Promoters until the said plot and building are transferred to the Society as hereinbefore mentioned and till all the FSI available presently or in future and TDR benefits are used utilized and consumed.

48. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoters execute this Agreement they shall not mortgage or create a charge on the Premises so allotted 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 Purchaser/s who has taken or agreed to take such Premises.

49. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser/s until, firstly, the Purchaser/s sign and deliver this Agreement with all the schedules along with the payment due as stipulated in the payment plan alongwith the amount of statutory levies including GST within 7 (seven) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the Concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser/s fail to execute and deliver to the Promoters this Agreement within 7 (seven) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 7 (seven) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchasers in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

50. ENTIRE AGREEMENT:

The Parties agree that the Agreement schedules, annexures and exhibits and any amendments thereto constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Promoters in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinabove agreed upon between the Promoters and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by both the Parties.

51. RIGHT TO AMEND

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

52. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER SUBSEQUENT PURCHASERS.

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

53. 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.

54. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVERE REFERRED TO IN THE AGREEMENT**:

Wherever in this Agreement it is stipulated that the Purchaser/s have to make any payment, in common with other Purchasers in the project, the same shall be the proportion which the carpet area of the premises/flats bears to the total carpet area of all the premises in the project.

55. 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.

56. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Purchaser, in after the Agreement is duly executed by the Purchaser/s and the Promoters 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 Bombay.

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

58. All notices, intimations, letters, communications, etc. to be served on or given to the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served by post under certificate of posting/ Courier/Registered A.D./Ordinary Post /Email ID (if so provided) his/her/their address as specified below.

Name: _____

Address: _____

_____

_____

Mobile No. _____

Email ID. _____

It shall be the duty of the Purchasers and the Promoter to inform each other or 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 their Purchaser, as the case may be.

59. JOINT PURCHASER

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

60. if any dispute or difference arises between Parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

62. This Agreement shall be subject to the provisions of The Real Estate (Regulation & Development) Act 2016 as applicable and the Rules Framed thereunder. All consents given by me herein shall continue even if Acts may provide otherwise.

63. GOVERNING LAW

That's the rights and obligations of the parties under or arising out of his Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai High Courts will have the jurisdiction for this Agreement.

64. The Permanent Account Number of the parties hereto are as follows:-

PAN NO.

Promoters

Real Infrastructure Co

Purchaser/s

IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

65. **ENCUMBRANCES AND MORTGAGE CHARGES**

a. The Allottee/s / Purchaser/s do and each of them doth hereby agree that in event the consideration payable by the Allottee/s/ Purchaser/s unto the Promoter herein, as required by the AU Small Finance Bank Limited, then the same shall be transferred into the designated **RERA Collection Escrow Account – 2402201261279217** being opened by the Promoter with the AU Small Finance Bank Limited.

b. There are no encumbrances upon the project land or the Project except the charge of **AU Small Finance Bank Limited** as mentioned hereinabove and those disclosed in the title report.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(**Description of the Plot**)

ALL THAT piece and parcel of land underneath and appurtenant to Building No.31 admeasuring 1230.74 sq.mtrs. bearing C.T.S. Nos. 826 (pt), Subhash Nagar, in the Revenue Village Chembur, Taluka Kurla, in the Registration District of Mumbai Suburban District together with the building known as "**Building No.31**" consists of Ground + Two Upper Floors comprising of 48 (Forty Eight) rooms/tenements/flats having an aggregate area of (Require Plan Copy or MHADA Layout.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Premises/Flat being Shops/Commercial Premises/Flat No. _____ admeasuring _____ sq.fts. (i.e. _____ sq.mts. (Carpet area as defined under RERA/MahaRERA) on the ____ Floor in the building known as "**GAMI AND JAYDEEP ESTELLA**" together with the permission to use 1 (One) car parking space in basement/stilt/Open + Stack Parking constructed on the property described in the First Schedule above referred to.

Third Schedule Above Referred to

The facilities / amenities provided in the building and / or provided in the common areas and /or in the layout

A.) DESCRIPTION OF THE COMMON AREAS PROVIDED:

SR NO	TYPES OF COMMON AREA PROVIDED	PROPOSED DATE OF OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDOVER FOR USE	SIZE AREA OF THE COMMON AREAS PROVIDED

B.) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE BUILDING INCLUDING IN THE COMMON AREA OF THE BUILDING:

SR NO	TYPES OF FACILITIES / AMENITIES PROVIDED	PHASE NAME / NUMBER	PROPOSED DATE OF OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDING OVER TO THE SOCIETY / COMMON ORGANIZATION	SIZE / AREA OF THE FACILITIES /AMENITIES	SIZE / AREA OF THE FACILITIES / AMENITIES	FSI UTILIZED OR FREE OF FSI

C.) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE LAYOUT AND/OR COMMON AREA OF THE LAYOUT:

SR NO	TYPES OF FACILITIES / AMENITIES PROVIDED	PHASE NAME / NUMBER	PROPOSED DATE OF OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDING OVER TO THE	SIZE / AREA OF THE FACILITIES /AMENITIES	SIZE / AREA OF THE FACILITIES /	FSI UTILIZED OR FREE OF FSI

				SOCIETY / COMMON ORGANIZATION		AMENITIES	

D.) THE SIZE AND THE LOCATION OF THE FACILITIES / AMENITIES IN FORM OF OPEN SPACES (RG/ PG ETC.) PROVIDED / TO BE PROVIDED WITHIN THE PLOT AND/ OR WITHIN THE LAYOUT.

SR NO	TYPE OF OPEN SPACES (RG / PG) TO BE PROVIDED	PHASE NAME / NUMBER	SIZE OPEN SPACES TO BE PROVIDED	PROPOSED DATE OF AVAILABILITY FOR USE	PROPOSED DATE OF HANDING OVER TO THE COMMON ORGANIZATION

E.) DETAILS AND SPECIFICATIONS OF THE LIFTS:

SR NO	TYPE LIFT (PASSENGER / SERVICE/ STRETCHER / GOODS / FIRE EVACUATION / ANY OTHER)	TOTAL NO OF LIFTS PROVIDED	NUMBER OF PASSENGER OR CARRYING IN WEIGHT (KG)	SPEED (MTR/SEC)

At 'A': to provide the details of the common areas provided for the project.

At 'B': to provide the details of the facilities/amenities provided within the building and in the common area of the building.

At 'C': to provide the details of the facilities/amenities provided within the Layout and/or common area of the Layout.

At 'D': to provide the details of the facilities/amenities provided in form of open spaces (RG/ PG etc.) provided / to be provided within the plot and/or within the layout.

At 'E': to provide the details and specifications of the lifts.

SIGNED, SEALED AND DELIVERED)
by the withinnamed)
"PROMOTERS/DEVELOPERS")

through its Authorized Partner)
SHRI. _____)
in the presence of …….)

DRAFT

SIGNED, SEALED AND DELIVERED)
by the withinnamed "**PURCHASER**/S")
_____)
in the presence of ……)

RECEIVED from the withinnamed)
Purchaser/s a sum of Rs._____/-)
(Rupees_____)
_____)
Only) by cheque drawn on _____)
_____ Bank, _____)
Branch bearing No. _____dt. _____)
being the earnest/part-consideration)
payable by him/her/them to us.) Rs._____/-

We say Received.

PROMOTERS

WITNESS:

DRAFT

****

DATED THIS DAY OF , 2023.

****

REAL INFRASTRUCTURE COMPANY

…PROMOTERS/DEVELOPERS

AND

_____

…PURCHASER/S.

DRAFT

AGREEMENT FOR SALE