

PROJECT NAME	ALLIAANCE ICON
ADDRESS	PLOT NO. 04, SECTOR 08, GHANSOLI, NAVI MUMBAI, MAHARASHTRA – 400 701
MAHARERA REGN NO.	P51700046173
FLAT / SHOP NO.	
FLOOR	
CARPET AREA	___ sq metres (___ sq ft)
MARKET VALUE	Rs. ___/-
CONSIDERATION VALUE	Rs. ___/-
STAMP DUTY	Rs. ___/-

AGREEMENT FOR SALE

U/S 13 R/W SECTION 2 (C) OF THE REAL ESTATE REGULATION AND DEVELOPMENT ACT, 2016 AND RULE 10 OF THE MAHARASHTRA REAL ESTATE (REGULATION AND DEVELOPMENT) (REGISTRATION OF REAL ESTATE PROJECTS, REGISTRATION OF REAL ESTATE AGENTS, RATES OF INTEREST AND DISCLOSURES ON WEBSITE) RULES, 2017

This Agreement for Sale is entered into at Ghansoli, Navi Mumbai, Maharashtra on this ___ day of the month of ___, in the Christian Year 2022

BETWEEN

M/S. SATYAM INFRA (PAN AEFFS5929D), a Partnership Firm duly constituted under the provisions of the Indian Partnership Act, 1932, having its office at Shop No. 03, Sunshine View, Plot No. 6/1, Sector 26, Vashi, Navi Mumbai, Maharashtra – 400 703, hereinafter for the sake of brevity referred to as ‘the BUILDERS’ (which expression shall, unless it be repugnant to the context or meaning thereof, include its Partners, successors-in-interest, survivor or survivors, and their heirs, executors and administrators, and their assigns), being referred to as the PARTY OF THE FIRST PART;

AND

Mr. / Mrs. / M/s ____ (PAN NO ____), residing at ____, hereinafter for the sake of brevity referred to as ‘the PURCHASERS’ (which expression shall, unless it is repugnant to the context or meaning thereof, mean and include his/her/their heirs, legal representatives, executors, administrator and assigns) being referred to as the PARTY OF THE SECOND PART.

RECITALS

WHEREAS City and Industrial Development Corporation Ltd, a Government Company within the meaning of the Companies Act, 1956, hereinafter for the sake of brevity referred to as CIDCO, has been designated as the New Town Development Authority for the area defined as the site for the new town of Navi Mumbai, by the Government of Maharashtra in exercise of its powers under Sub-section 1 and 3-A of Section 113 of the Maharashtra Regional and Town Planning Act, 1966.

AND WHEREAS The Government of Maharashtra acquired the lands in and around Ghansoli, Taluka and District Thane and vested such lands in CIDCO for the development of Ghansoli Node, Navi Mumbai.

AND WHEREAS CIDCO vide Allotment Letter, Reference No 7169 / 1000542 dated 12 Feb 2021 allotted Plot No. 04, Sector 08, Ghansoli, Navi Mumbai – 400 701 admeasuring about 1,445.31 sq. metres, hereinafter for the sake of brevity referred to as the Said Plot, which piece and parcel of land is more particularly described in the First Schedule to this Agreement, to Mr. Chander Nahchaldas Lakhani, for the Lease Premium and on such terms and conditions as contained in the said Allotment Letter.

AND WHEREAS subsequent to payment of the Lease Premium, an Agreement to Lease dated 04 Mar 2021 was executed between CIDCO and Mr. Chander Nahchaldas Lakhani, and duly registered with the Sub-Registrar of Assurances, Thane-6, on 04 Mar 2021, vide Registration No. 3430 / 2021, wherein CIDCO agreed to grant the Said Plot on lease basis to Mr. Chander Nahchaldas Lakhani, on the terms and conditions mentioned in the Agreement. Copy of Index-II of the Agreement to Lease dated 04 Mar 2021 is annexed with this Agreement as Annexure ‘A’.

AND WHEREAS Mr. Chander Nahchaldas Lakhani entered into a Tripartite Agreement dated 19 Apr 2021, with CIDCO and M/s Metro Infra Development, a Partnership Firm duly registered under the provisions of the Indian Partnership Act, 1932, having its office

at Unit No. 301 and 302, 3rd floor, The Ambience Court, Plot No. 02, Sector 19D, Vashi, Navi Mumbai – 400 703, to transfer the Said Plot to M/s Metro Infra Development, and the Tripartite Agreement was duly registered with the Joint Sub-registrar of Assurances Thane-11, vide Registration No. 5645 / 2021 dated 19 Apr 2021. Copy of the Tripartite Agreement dated 19 Apr 2021 is annexed with this Agreement as Annexure ‘B’.

AND WHEREAS Final Order for transfer of the Said Plot from Mr. Chander Nahchaldas Lakhani to M/s Metro Infra Development was issued by CIDCO on 20 Apr 2021 vide Reference No. CIDCO/ESTATE-1/2021/8000097327.

AND WHEREAS M/s Metro Infra Development entered into a Tripartite Agreement dated 10 Jun 2021, with CIDCO and the Builders to transfer the Said Plot to the Builders, and the Tripartite Agreement was duly registered with the Joint Sub-registrar of Assurances Thane-8, vide Registration No. 8191 / 2021 dated 10 Jun 2021. Copy of the Tripartite Agreement dated 10 Jun 2021 is annexed with this Agreement as Annexure ‘C’.

AND WHEREAS Final Order for transfer of the Said Plot from M/s Metro Infra Development to the Builders was issued by CIDCO on 16 Jun 2021 vide Reference No. CIDCO/ESTATE-1/2021/8000104808.

AND WHEREAS the Builders appointed Architect Mr Satish Ahuja as the Architects for development of the Said Plot, and also appointed Structural Concepts as the Structural Engineers and RCC Consultants, who are registered with the Maharashtra Real Estate Regulatory Authority (MAHARERA) and who have prepared the draft layout and building plans in respect of a Residential cum Commercial Building, to be known as ‘Alliaance Icon’, to be constructed on the Said Plot, and submitted them to the Town Planning Authority, i.e. Navi Mumbai Municipal Corporation (NMMC), vide Application No. 20211CNMMC18273 dated 01 Sep 2021.

AND WHEREAS NMMC, after reviewing the Building Plans submitted by the Builders and after reviewing ancillary permissions, sanctioned the Building Plans for the Said Plot and issued a Commencement Certificate Reference No. NMMC/ TPO/ BP/ Case No. 20211CNMMC18273/ 1255/ 2022 dated 26 Apr 2022 to begin construction on the Said Plot, as per the Building Plans sanctioned by NMMC, and on such terms and conditions as contained in the said Commencement Certificate, a copy of which Commencement Certificate dated 26 Apr 2022 is annexed with this Agreement as Annexure ‘D’.

AND WHEREAS as per the Commencement Certificate dated 26 Apr 2022, the Builders were permitted to construct a Building comprising, a Ground Floor + 9 Floors on the Said

Plot, including 13 residential units and 10 commercial units with a proposed Built-up area of 2,066.338 sq. m out of a potential Built-up area of 8,093.736 sq. m.

AND WHEREAS the Builders obtained a Title Certificate, dated 30 Apr 2022, for the Said Plot from their Advocates, M/s Vashi Advocates, confirming their rights to construct a Building on the Said Plot as per the Building plans sanctioned by NMMC, and to sell the individual units therein to intending Purchasers, a copy of which Title Certificate along with Search Report is annexed as Annexure 'E' with this Agreement.

AND WHEREAS the Builders commenced construction of the Said Project as per the plans sanctioned by NMMC vide the Commencement Certificate dated 26 Apr 2022.

AND WHEREAS the Building Potential or Floor Space Index (FSI) allowed on the Said Plot was revised by the Unified Development Control and Promotional Regulations for Maharashtra (UDCPR), sanctioned vide Notification dated 02 Dec 2020, to an FSI of 3.5, including in-situ FSI, and ancillary FSI (60%), according to UDCPR Table 6G Max.

AND WHEREAS the Builders, after payment of additional lease premium as necessary, obtained permission from CIDCO for additional construction, of 6026.942 sq. m, on the Said Plot vide Letter Reference No. CIDCO/ MTS-I/ EO-I/ 8000169604/ 2022/ 344 dated 14 Sep 2022.

AND WHEREAS the Builders applied to NMMC for a revised Commencement Certificate on 27 Jun 2022, and NMMC issued an Amended Commencement Certificate Reference No. NMMC/ TPO/ ABP/ 3390/ 2022 dated 20 Oct 2022, a copy of which Amended Commencement Certificate is annexed as Annexure 'D1' with this Agreement.

AND WHEREAS the permissible Built-up Area (BUA) allowed on the Said Plot is 8,142.505 sq. m out of which the Builders propose to utilize a BUA of 8,141.105 sq. m to construct a Ground Floor + 28 Floors structure including 72 residential units and 10 commercial units, as approved by NMMC, and the Builders shall retain the right for additional development on the Said Plot up to the permissible FSI and BUA limit, subject to statutory approval by the Town Planning authorities.

AND WHEREAS the Builders have obtained a revised Title Certificate, dated 12 Nov 2022, for the Said Plot from their Advocates, M/s Vashi Advocates, confirming their rights to construct the Building on the Said Plot as per the revised Building plans sanctioned by NMMC, a copy of which Title Certificate, dated 12 Nov 2022, is annexed as Annexure 'E1' to this Agreement.

AND WHEREAS the Builders have registered the 'Alliaance Icon' project, hereinafter for the sake of brevity referred to as the Said Project, with MAHARERA, and Registration Certificate (Form 'C') bearing No. P51700046173 dated 20 Jun 2022 has been granted for the Said Project, an authenticated copy of which Registration Certificate is annexed with this Agreement as Annexure 'F'.

AND WHEREAS, in the above circumstance, the Builders are well and sufficiently entitled to develop the Said Plot by constructing a residential cum commercial building as per the terms and conditions in the Agreement to Lease executed with CIDCO, and as per the building plans duly sanctioned by NMMC (as the Town Planning Authority), and to sell the individual units therein to intending purchasers.

AND WHEREAS the Purchasers have applied to the Builders to purchase Shop / Flat No ____ on ____ Floor, having RERA carpet area of ____ sq. metres along with enclosed balcony of ____ sq. metres and balcony of ____ sq. metres, hereinafter for the sake of brevity referred to as the Said Unit, which Said Unit is more particularly described in the Second Schedule to this Agreement, for a lump sum consideration amount of Rs.____/- (Rupees ____ only), the details of the consideration amount being more particularly described in the Agreement below.

AND WHEREAS the Builders have given inspection of all the documents related to the Said Project to the Purchasers, and the Purchasers confirm that and they have also reviewed all the Documents filed by the Builders on the website of the MAHARERA.

AND WHEREAS the Purchasers understand that the Builders are only partly consuming the FSI for the Said Plot, as per the plans presently sanctioned by NMMC, and that the Builders shall be entitled to consume the complete FSI for the Said Plot, as permissible, subject to subsequent approvals by the Town Planning Authorities, as applicable.

AND WHEREAS the Purchasers have paid an amount of Rs____/- (Rupees ____ only) to the Builders, prior to the execution of this Agreement for Sale, being part payment of the consideration amount for the Said Unit (the payment and receipt whereof the Builders hereby admit and acknowledge) and the Purchasers have agreed to pay the balance of the consideration amount to the Builders in the manner hereinafter appearing.

AND WHEREAS the Builders have issued an Allotment / Reservation Letter No. ____ dated ____ to the Purchasers.

AND WHEREAS both the Parties have now, based on the confirmations and representations made to each other, agreed to execute this Agreement for Sale on the terms and conditions mentioned therein, as required u/s 13 of the Real Estate Regulation And Development Act, 2016 (hereinafter for the sake of brevity referred to as the Said Act, which term shall include the Rules and Regulations as may be framed under the Said Act), and as per applicable laws and regulations. Any terms not defined in the present Agreement for Sale shall have the same meaning as defined in the Said Act.

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

1. The Builders shall develop the Said Project 'Alliaance Icon' and construct a Building consisting of a Ground Floor + 28 Floors as per the Building Plans sanctioned by NMMC and other competent authorities, and as per the applicable laws, regulations, and guidelines, with only such variations and modifications as the Builders may consider necessary or as may be required by the competent Authorities / Government to be made in them or any of them.

Provided that the Builders shall obtain prior written consent of the Purchasers in respect of any such variations or modifications, which may adversely affect the actual area of location of the Said Unit to be purchased by the Purchasers beyond the limits specified below, except any alteration or addition that may be required by the competent Authorities / Government or due to change in the applicable laws, regulations, and guidelines.

2. The Builders agree to sell and the Purchasers agree to purchase the Said Unit, i.e., Shop / Flat No ____ on ____ Floor, having carpet area of ____ sq metre, as more particularly described in the Second Schedule to this Agreement for Sale, in the Said Project, along with a proportionate share of the common areas and facilities appurtenant to the Said Unit in the Said Project, for a total consideration value of Rs.____ (Rupees ____ only). The carpet area shall have the same meaning as presently defined in the Said Act, and shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

3. The Builders shall allot Parking Space in the Said Project for the Purchasers at the time of handing over possession of the Said Unit, in the parking areas marked out in the layout plans approved for the Said Project by the statutory authorities.
4. A copy of the Layout Plan for the Said Project is annexed with this Agreement as Annexure 'G', and a copy of the Floor Plan for the Said Unit is annexed with this Agreement as 'Annexure 'H'. The list of common areas and facilities in the Said Project is annexed with this Agreement as Annexure 'I', and the list of fixtures, fittings, specifications and amenities to be provided in the Said Unit is annexed as Annexure 'J'. Provided the Builders shall, in the event of non-availability of material or due to improvement in technology, etc., have right to replace the specified fixtures, fittings, and amenities with other similar amenities.
5. The Purchasers shall be entitled to deduct TDS on the consideration amount paid to the Builders as per the applicable Income Tax statute, and shall immediately deposit the same with the appropriate Income Tax authorities into the account of the Builders (PAN details of the Builders are hereinabove mentioned), and shall provide a valid TDS Certificate to the Builders within the time period prescribed in the Income Tax statute (i.e. within 45 days of the end of the Quarter in which the TDS is deducted). The Builders shall not be liable for failure of the Purchasers to deduct TDS in any payment. The Purchasers shall also be liable to pay into the account of the Builders any TDS amount deducted by them but not deposited with the Income Tax authorities or for which valid TDS certificate is not issued or which amount is not reflecting to the Credit of the Builders in their Annual Income Tax Statement (Form 26AS).
6. The above mentioned consideration amount shall include:
 - a. Costs for construction of all facilities and amenities as mentioned in Annexure 'I' and Annexure 'J';
 - b. Deposit towards Development Charges for Water, Electric, and other utility and service connections, and for expenses related to Electrical Receiving Sub-station provided in the Layout for the Said Project;
 - c. Capital Contribution/ Application/ Entrance Fee, and other expenses for formation and registration of a proposed Co-operative Housing Society Limited (hereinafter for the sake of brevity referred to as the CHSL), which shall mean to include an Apartment Owners or Condominium

Association formed under the Maharashtra Ownership of Flats Act, 1963, or any similar body formed by and of the purchasers of various individual units in the Said Project, including proportionate share of taxes, registration fees, conveyance charges and other levies in respect of conveyance of the Said Project premises and building/s to the CHSL; and

- d. Legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Builders in connection with formation of the CHSL, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance/ assignment of the Said Project premises and building/s.

7. The above mentioned consideration amount shall not include:

- a. Stamp Duty, Registration, and Documentation Charges payable to the competent authorities for execution and registration of this Agreement for Sale between the Builders and the Purchasers;
- b. Goods and Services Tax (GST) or any other taxes or charges levied by the State or Central Government Authorities for the sale transaction or on the consideration amount for the Said Unit. All such taxes and charges shall be payable through a separate cheque to the Builders and no TDS shall be applicable on them;
- c. Transfer Charges, if any, payable to CIDCO, Navi Mumbai Municipal Corporation (NMMC) or any other competent authority, for sale and / or transfer of the Said Unit by the Purchasers, prior to the handing over possession of the Said Unit to the Purchasers, or date of Conveyance Deed of the Said Project premises and building/s in favour of the proposed CHSL, whichever is the earliest applicable;
- d. Property / Service charges payable to CIDCO, Navi Mumbai Municipal Corporation (NMMC) or any other competent authority from the date of date of obtaining Occupancy Certificate for the Said Project, or handing over possession of the Said Unit to the Purchasers, or date of Conveyance Deed of the Said Project premises and building/s in favour of the proposed CHSL whichever is the earliest applicable;

- e. Deposit for proportionate share of Taxes, Maintenance fees and other common charges for day to day maintenance and management of the 'Alliaance Icon' premises from the date Occupation Certificate is issued for the 'Alliaance Icon' project to the date of handing over of the premises to the proposed CHSL;
- f. Grill Charges or other Facility Charges, if any grills or facilities other than those specified in Annexure 'J' are provided in the Said Unit by the Builders, after approval from the Purchasers;
- g. Charges for any customization or personalization in the finishing of the Said Unit as may be desired by the Purchasers, and as may be permissible by statute; and
- h. Proportionate Share of registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other common charges incurred in the day-to-day maintenance of the Said Project premises and building/s after receipt of the Occupation Certificate.

The Purchasers shall be liable to pay all these charges, in addition to the consideration amount for the Said Unit, as and when they become payable and are demanded by the Builders from the Purchasers.

- 8. The consideration amount shall be escalation free, except that the Builders shall be entitled to increase the consideration amount for the Said Unit, in the event of an increase in the development charges payable to the competent authorities and / or any other increase in charges which may be levied or imposed by the competent authorities or Local Bodies / Government from time to time. The Builders undertake and agree that while raising a demand on the Purchasers for the increase in development charges, costs, or other levies imposed by the competent authorities etc., the Builders 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 Purchasers.
- 9. The Purchasers hereby agree to pay the consideration amount for the Said Unit in the manner prescribed in the Third Schedule to this Agreement for Sale. The amounts already paid by the Purchasers to the Builders, as mentioned above, shall be adjusted according to the Third Schedule, and the balance consideration amount shall fall due on the events specified in the Third Schedule. It is agreed

between the parties that the time fixed for the payment of the various instalments of the consideration amount shall be the essence of this contract.

10. The carpet area of the Said Unit may change up to a maximum limit of 3%, if there is a revision of the approved construction plans by the statutory authorities. If there is a reduction in the carpet area within the defined limit of 3%, then the final instalment of consideration amount payable by the Purchasers, as per the Third Schedule to this Agreement for Sale, shall be reduced accordingly. If the Purchasers have already paid the final instalment of the consideration amount, then the Builders shall refund the excess payment within forty-five days along with interest at the specified rate, from the date when such excess amount was paid by the Purchasers. If there is any increase in the final carpet area allotted to the Purchasers, within the defined limit of 3%, then the Builders shall demand the additional amount from the Purchasers as per the next milestone in the Payment Schedule as per the Third Schedule to this Agreement for Sale.
11. The Purchasers authorize the Builders to adjust/appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any on the date, against their name, as the Builders may in their sole discretion deem fit and the Purchasers undertake not to object/ demand/ direct the Builders to adjust their payments in any manner.
12. The Builders hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the competent local authorities, at the time sanctioning the Building Plans for the Said Project or at anytime thereafter, and shall before handing over possession of the Said Unit to the Purchasers, obtain from the competent local authorities, an Occupation and/ or Completion Certificates in respect of the Said Unit.
13. The Builders hereby declare that the Floor Space Index (FSI) available in respect of the Said Plot as per Unified Development Control and Promotion Regulations (UDCPR) issued by the Government of Maharashtra is 3.5 including in-situ FSI, and additional FSI (60%). The Builders presently plan to construct a proposed Built-up area of 8,141.105 sq. m out of a potential Built-up area of 8,142.505 sq. m for the Said Project, as per Building Plans presently approved by NMMC. The Builders reserve the right to utilize the balance Built-up Area on the Said Plot, subject to statutory approval by the Town Planning authorities, and also herein disclose that the total expected FSI for the Said Project or the Said Plot may be

higher, based on expectations of increased FSI that may be available through loading of TDR, and/ or FSI available on payment of premiums and/ or FSI available as incentive FSI by implementing various schemes of the competent local authorities, and/ or any increase in FSI on the Said Plot on modification of the Development Control Regulations or the Development Plan applicable to the Said Project. The Purchasers have agreed to purchase the Said Unit on the understanding that the increased FSI, if any, in respect of the Said Plot or Said Project, shall belong to the Builders only, and that the Builders shall be entitled to utilize the total expected FSI, including any increase in FSI till the Said Project premises and building/s are conveyed in favour of the CHSL, for construction of additional units in the Said Project. The Purchasers also understand and agree that as a consequence of applying for permission for additional development on the Said Plot, there might be a change in the Layout Plans approved for the Said Project and for the Said Unit, which may lead to a change in the internal and / or external design, as well as an increase or decrease in the carpet area of the Said Unit, which increase or decrease may be more than the defined limit in Clause 10 above. The Purchasers hereby confirm that they shall have no objection to such changes in the design or carpet area of the Said Unit, which changes shall be handled as per the procedure specified in Clause 10, and that if the Purchasers have any objection to such changes, then the only recourse available to the Purchasers shall be to cancel their allotment of the Said Unit and seek refund of the amounts already paid by them to the Builders in respect of the Said Unit, along with simple interest at the specified rate, provided that the Builders shall not be required to refund any additional costs that may have been incurred by the Purchasers under this Agreement, including but not limited to Stamp Duty, Registration Fees, GST, and / or other statutory charges or taxes.

14. Time shall be of essence in this Agreement for the Builders as well as for the Purchasers. The Builders shall abide by the time schedule for completing the Said Project and handing over the Said Unit to the Purchasers and the common areas to the CHSL after receiving the Occupation Certificate and / or the Completion Certificate, as the case may be. Similarly, the Purchasers shall make timely payments of the instalment and other dues payable by them and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Builders as provided the Third Schedule to this Agreement for Sale. ('Schedule of Payment').

15. If the Builders fail or neglect to give possession of the Said Unit to the Purchasers on or before the date specified for the completion of the Said Project, then the Builders shall be liable, on demand by the Purchasers to withdraw from the Said Project, to refund to the Purchasers the amounts already received by them in respect of the Said Unit, along with simple interest at the specified rate, from the date the Builders received the amounts till the date the amounts are repaid. Till the entire amounts and interest thereon are refunded by the Builders to the Purchasers they shall, subject to prior encumbrances if any, be a charge on the Said Plot as well as on the buildings in which the Said Unit is situated or was to be situated. If the Purchasers choose not to withdraw from the Said Project, then the Builders shall be liable to pay interest at the specified rate, on the amounts received from the Purchasers, for every month of delay, till the handing over of possession of the Said Unit.
16. The Purchasers agree to pay to the Builders simple interest at the rate prescribed by MAHARERA, which is presently 2% above the Marginal Cost of Lending Rate of the State Bank of India, on all delayed payments, which become due and payable to the Builders under the terms of this Agreement for Sale, from the date the said amounts become payable to the date the said amounts are actually paid by the Purchasers to the Builders.

Provided that, without prejudice to the rights of the Builders to charge interest, as above, on the Purchasers committing default in payment on the due date of any amounts due and payable by the Purchasers to the Builders under this Agreement for Sale (including their proportionate share of taxes levied by the competent authorities and other outgoings) and / or on the Purchasers committing breach of the terms and conditions herein contained, the Builders shall be entitled at their own option to terminate this Agreement for Sale.

Provided further that the Builders shall give 15 days' advance notice in writing to the Purchasers, through Registered or Speed Post AD, informing the Purchasers of their intention to terminate this Agreement for Sale along with the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement for Sale, and if the Purchasers fail to rectify the breach or breaches mentioned by the Builders within the period mentioned in the Notice then the Builders shall be entitled to terminate this Agreement for Sale forthwith.

Provided further that on termination of this Agreement for Sale, the Builders shall refund to the Purchasers all amounts paid by the Purchasers to the Builders under this Agreement for Sale, within a period of 60 days from the termination thereof, after deduction of Earnest Money, and such Taxes, Charges, Fees and other amounts paid in respect of the Said Unit by the Builders to the competent Authorities, and after deduction of such costs and damages as may have been incurred by the Builders by the termination of this Agreement for Sale. It is clarified that the Builders shall not be liable to pay any interest on amounts refunded to the Purchasers, on the termination of this Agreement for Sale due to a default by the Purchasers, and also that the Builders shall after termination of this Agreement for Sale shall be entitled to otherwise deal with and dispose-off the Said Unit as the Builders may at their absolute discretion think fit.

It is clearly agreed and understood by the Purchasers herein that non availability of a loan from a financial institution shall not be a condition for making any default in the payment of the instalment or payment towards the sale price.

17. Any delay tolerated or indulgence shown by the Builders in enforcing the Terms of this Agreement for Sale or any forbearance or giving of time to the Purchasers by the Builders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance by the Purchasers, of any of the Terms and Conditions of this Agreement, and shall not serve as a precedent for any other breach or non-compliance, nor shall the same in any manner prejudice the rights of the Builders under this Agreement.
18. If the Purchasers seek to terminate this Agreement at any time in the future for no fault of the Builders, then they shall communicate the same to the Builders in writing. Prior to the termination of this Agreement for Sale, the Builders may require the Purchasers to execute and register a Cancellation Deed, which shall be at the costs of the Purchasers alone.

On the termination of this Agreement for Sale as above, the Builders shall refund to the Purchasers all amounts paid by the Purchasers to the Builders under this Agreement for Sale, within a period of 30 days from the termination thereof, after deduction of Earnest Money, and such Taxes, Charges, Fees and other amounts paid in respect of the Said Unit by the Builders to the competent Authorities, and after deduction of such costs and damages as may have been incurred by the Builders by the termination of this Agreement for Sale. It is clarified that the

Builders shall not be liable to pay any interest on amounts refunded to the Purchasers, on the termination of this Agreement for Sale for no fault of the Builders, and also that the Builders shall after termination of this Agreement for Sale shall be entitled to otherwise deal with and dispose-off the Said Unit as the Builders may at their absolute discretion think fit.

The amounts refunded by the Builders to the each of the individual Purchasers shall, as far as feasible, be in the same proportion as the payments received by the Builders from the individual Purchasers, unless any different payment schedule is communicated by the Purchasers to the Builders in writing.

19. The Builders expect to give possession of the Said Unit to the Purchasers on or before the 31st day of December, 2026, or other date as may be filed by the Builders and allowed by MAHARERA.

Provided that the Builders shall be entitled to reasonable extension of time for giving delivery of the Said Unit on the aforesaid date, if the completion of construction of the Building in which the Said Unit is to be situated is delayed on account of

- a. Any force majeure condition including war, civil commotion, or act of God;
 - b. Non availability of steel, cement, other building material, water or electric supply; and/ or
 - c. Any change in the Statutory or Regulatory environment, including any notice, order, rule, notification of the Government and/ or other Public or Competent Authority or Court.
20. The Builders shall, within 15 (fifteen) days of receiving the Occupation Certificate in respect of the Said Unit, issue an Intimation Notice to the Purchasers to take Physical Possession of the Said Unit, after payment of the balance amounts as may be due and payable under this Agreement for Sale, and/ or after execution of such indemnities, undertakings, and/ or documentation as may be required to complete the transaction.
 21. The Purchasers shall takeover physical possession of the Said unit within a period of 15 (fifteen) days of the receipt of the Intimation Notice from the Builders. In case the Purchasers delay in payment of balance amount as per the Third

Schedule to this Agreement for Sale ('Schedule of Payment'), then the Builders shall be entitled to take steps as agreed above for delay in payment by the Purchasers. If the Purchasers delay in completing the documentation as specified above, and/ or in taking physical possession of the Said Unit, then the Builders shall not be responsible for any damages thereto due to the delay in taking possession for any default made by the Purchasers. In all cases, the Purchasers shall be liable for payment of Maintenance Charges, as may be payable for maintenance of the Said Unit to the Builders or to the CHSL, as applicable.

22. The Purchasers, after taking possession of the Said Unit, shall not be entitled to complain about the construction of the building or of the Said Unit or the quality of the work or materials used and facilities and/ or amenities provided in the Said Project or in the Said Unit.

Provided that, if within a period of three years from the receipt of Occupation Certificate in respect of the Said Unit to the Purchasers, the Purchasers bring to the notice of the Builders any material defect in the structural design of the Said Unit or any structural defect in the building in which the Said Unit is situated, or any unauthorized change in the construction of the Said Project by the Builders, then wherever possible, such defects or unauthorized changes shall be rectified by the Builders at their own cost.

Provided further that the Builders shall not be responsible for any unauthorized change in the construction of the Said Project after the management of the Said Project premises is handed over by the Builders to the CHSL.

Provided further that the Builders shall not be responsible for any defect in the Said Unit if any modification in the construction or layout of the Said Unit is carried out after handing over possession of the Said Unit to the Purchasers.

23. The Purchasers shall use the Said Unit or any part thereof or permit the same to be used only for the sanctioned residential / commercial purpose, e.g. residence/ office/ show-room/ shop/ godown, as applicable. The Purchasers shall use the Parking Space, if any, allotted to them only for purpose of keeping or parking their own vehicle, and not for any other purpose. The Purchasers shall not change the usage of the Said Unit under any circumstances, and any such unauthorized change shall render this Agreement null and void, and the Purchasers shall cease to have any rights against the Builders under this Agreement.

The Purchasers herewith agree and confirm not to start or do any of the following activities in the Said Unit or permit any person(s) claiming through them to conduct any of the following activities, viz. any kind of Beer Bar, Wine or Alcohol Shop, Flour Mill, Butcher or Non-vegetarian Items Shop, Ladies / Dancing Bar, Restaurant / Recreation Clubs and / or other Clubs of any type, without prior permission from the Builders in writing. The Purchasers shall not further alienate or part possession of the Said Unit to any third person, without the explicit permission in writing of the Builders, and the subsequent purchaser(s) being bound by the same terms and conditions.

24. The Purchasers along with purchasers of other units in the Said Project shall join in forming and registering a Co-operative Housing Society Limited (CHSL) to be known by such name as the Builders may decide and for this purpose sign and execute the application for registration and/ or membership and other papers and documents necessary for the formation and registration of the CHSL and for becoming a member thereof, including the bye-laws of the proposed CHSL, and shall duly fill in, sign and return to the Builders, all such application, papers and documents, within 07 (seven) days of the same being forwarded by the Builders to the Purchasers, so as to enable the Builders to register the CHSL. No objection shall be taken by the Purchasers, if any changes or modifications are made in the draft Bye-laws, as may be required by the Registrar of Co-operative Societies, or other competent Authority.
25. The Builders shall, within three months of registration of the CHSL, as aforesaid, cause to be transferred to the CHSL all the right, title and interest of the Builders in the Said Plot and/ or structure or building in which the Said Unit is situated.

Provided that if the Builders have obtained permission for additional development of the Said Plot, and / or construction of additional units on the Said Plot, in order to consume balance FSI, if any, then the Builders may delay formation of the CHSL and / or handover of the Said Plot and/ or structure or building to the CHSL, till such development and construction is completed.

26. Within 15 days after Intimation Notice in writing is given by the Builders to the Purchasers that the Said Unit is ready for use and occupancy, the Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Unit to the combined carpet area of all units in the Said Project) of outgoings in respect of the Said Project premises and building/s namely local

taxes, betterment charges or such other levies by the concerned local authorities and/ or water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Said Project premises and building/s. Until the CHSL, as aforesaid, is formed and the Said Project premises and building/s are transferred to it, the Purchasers shall pay to the Builders such proportionate share of outgoings as may be determined. The Purchasers further agree that till the Purchasers' share is so determined the Purchasers shall pay to the Builders provisional monthly contribution of Rs. [REDACTED] per month towards the outgoings. The amounts so paid by the Purchasers to the Builders shall not carry any interest and shall remain with the Builders until a conveyance/ assignment of the Said Project premises and building/s is executed in favour of the CHSL, as aforesaid. On such conveyance/ assignment of the Said Project premises and building/s being executed, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Builders to the CHSL. The Purchasers undertake to pay such provisional monthly contribution regularly on the 5th day of each month in advance and shall not withhold the same for any reason.

Provided that the Builders may, at their sole discretion, at the time of handing over of the Said Unit to the Purchasers, demand and collect from the Purchasers, as a lump sum deposit, such provisional monthly contribution in advance for a period of 01 (one) years.

27. The Builders hereby represent and warrant to the Purchasers as follows:
- a. The Builders have clear and marketable title with respect to the Said Plot; as declared in the Title Certificate annexed to this Agreement for Sale and have the requisite rights to carry out development upon the Said Plot and also have actual, physical and legal possession of the Said Plot for the implementation of the Said Project;
 - b. The Builders have lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Project and shall obtain requisite approvals from time to time to complete the development of the Said Project;
 - c. There are no encumbrances upon the Said Plot or the Said Project, except those disclosed in the Title Certificate;

- d. There are no litigations pending before any Court of Law with respect to the Said Plot or Said Project, except those disclosed in the title certificate;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Said Plot or Said Project 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 Said Plot or Said Project shall be obtained by following due process of law and the Builders have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Plot or Said Project;
- f. The Builders have the right to enter into this Agreement for Sale and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers created herein, may prejudicially be affected;
- g. The Builders have not entered into any Agreement for Sale and/ or development agreement or any other agreement/ arrangement with any person or party with respect to the Said Plot or Said Project, including the Said Unit, which will in any manner, affect the rights of the Purchasers under this Agreement for Sale;
- h. The Builders confirm that the Builders are not restricted in any manner whatsoever from selling the Said Unit to the Purchasers in the manner contemplated in this Agreement for Sale;
- i. At the time of execution of the Conveyance Deed of the Said Project premises and building/s to the CHSL the Builders shall handover lawful, vacant, peaceful, physical possession of the common areas of the Said Project to the CHSL;
- j. The Builders have duly paid and shall continue to pay and discharge undisputed Government 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;

- k. 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 Plot) has been received or served upon the Builders in respect of the Said Plot or Said Project, except those disclosed in the title certificate.
28. The Purchasers or themselves with intention to bring all persons into whosoever hands the Said Unit may come both hereby covenant with the Builders as follows:
- a. To maintain the Said Unit at the Purchasers' own cost and in good tenantable repair from the date the possession of the Said Unit is taken and shall not do or suffer to be done anything in or to the building in which the Said Unit is situated, its staircase or any passages which may be against the rules, regulations or bye laws of competent local or any other authority or change/ alter or make addition in or to the building in which the Said Unit is situated and the Said Unit itself or any part thereof;
 - b. Not to store in the Said Unit 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 Unit is situated or storing of which goods is objected to by the competent local or other authority; and shall not carry or cause to be carried heavy packages on upper floors, which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Said Unit is situated, including entrances of the building in which the Said Unit is situated and in case any damage is caused to the building in which the Said Unit is situated or the Said Unit on account of negligence or default of the Purchasers in this behalf, the Purchasers shall be liable for the consequences of the Breach;
 - c. To carry at their own cost all internal repairs to the Said Unit and maintain the Said Unit in the same conditions, state and order in which it was delivered by the Builders to the Purchasers and shall not do or suffer to be done anything in or to the building in which the Said Unit is situated or the Said Unit, which may be forbidden by the rules and regulations and bye laws of the competent local authority or other authority; and in the event of the Purchasers committing any act in contravention of the above

provision, the Purchasers shall be responsible and liable for the consequences thereof to the competent local authority or other authority;

- d. Not to demolish or cause to be demolished the Said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said Unit is situated and shall keep the portion, sewers, drains pipes in the Said Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said Unit is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said Unit without the prior written permission of the Builders and/ or the CHSL;
- e. Not to do or permit to be done any Act or thing which may render void or voidable any instance of the Said Plot and the building in which the Said Unit is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance;
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Unit in the compound or any portion of the Said Plot and the building in which the Said Unit is situated;
- g. Pay to the Builders within fifteen days of demand by the Builders, his share of security deposit demanded by the competent local authority or Government for giving water, electricity or any other service connection to the building in which the Said Unit is situated;
- h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the competent local authority and/ or Government and/ or other authority, on account of change of user of the Said Unit by Purchasers viz., user for any purposes other than for the purpose for which it is allotted;
- i. The Purchasers shall not let, sub-let, transfer, assign or part with the Purchasers' interest or benefit under this Agreement for Sale, or part with the possession of the Said Unit until all the dues payable by the Purchasers to the Builders under this Agreement are fully paid up and only if the

Purchasers have not been guilty of breach of or non observance of any of the terms and conditions of this Agreement for Sale and until the Purchasers intimate such transfer in writing to the Builders;

- j. The Purchasers shall observe and perform all the rules and regulations, which the CHSL may frame and may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Said Project and the units therein and for the observance and performance of the Building Rules, Regulations and Bye Laws for the time being of the competent local authority and/ or of the Government and/ or any other authority. The Purchasers shall also observe and perform all the stipulations and conditions laid down by the CHSL regarding the occupation and use of the Said Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or other out goings in accordance with the terms of this Agreement for Sale; and
- k. Till a conveyance of the Said Plot on which the building in which the Said Unit is situated is executed in favour of CHSL, the Purchasers shall permit the Builders and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Said Plot or any part thereof to view and examine the state and condition thereof.
- l. In the event of any portion of the Said Plot being required for putting up an Electric Sub-station/ Watchman room/ Generator/ OWC/ STP/ Fire Fighting Room, the Builders shall be entitled to give such portion to the competent authority for such purpose on such terms and conditions as the Builders shall think fit.
- m. The Purchasers shall not utilize, or cause to be utilized by any person(s) acting through them, any part of the common areas of the Said Project, including but limited to any Fire Escape Terraces, Staircases, Open Terraces not exclusively a part of the Said Unit, and Podium spaces, for personal use of the Purchasers or for any storage or for any other purpose that may cause obstruction or hinder their common use by purchasers of other units in the Said Project.

29. The Purchasers also agree and covenant that after taking possession of the Said Unit from the Builders and before conveyance of the Said Project premises to the CHSL, they shall not transfer / assignee the Said Unit to any third person, without the explicit consent in writing of the Builders. The Purchasers shall be liable to pay an amount of 5% of the aggregate consideration amount for the Said Unit to the Builders, or such amounts as the Builders may determine at their absolute discretion by way of the transfer and administrative charges, and other costs / expenses, pertaining to the same. The transferee(s) / assignee(s) of the Purchasers shall always remain bound and liable by the terms, conditions and covenants herein, and all the provisions of this Agreement shall ipso facto apply mutatis mutandis to such transferee(s) / assignee (s).
30. The Purchasers understand and agree to the following with respect to any interior works or modifications that the Purchasers may seek to carry out in the Said Unit:
- a. The Purchasers shall be permitted / allowed to commence interior works in the Said Unit only after issuance of the Occupancy Certificate / part Occupancy Certificate in respect of the Said Unit and after making all payments as per this Agreement;
 - b. All interior works in the Said Unit shall be in accordance with the sanctioned plans for the Said Project, and the Purchasers shall not carry out any material alteration in the Said Unit. The Purchasers shall provide details of all interior works to the Builders, in writing, prior to initiating any such interior works;
 - c. The Builders shall be entitled to inspect all interior works carried out by the Purchasers. In the event the Builders determine that the nature of the interior work being executed by the Purchasers is harmful to the Said Unit or to the Said Project, including but not limited to structure, facade and / or elevation of the Said Project and the building(s) constructed therein, then the Builders can direct the Purchasers to stop and reverse such interior works and the Purchasers shall comply with such directions immediately, without raising any dispute;
 - d. The Purchasers shall ensure that any debris from the interior works shall be dumped in the area earmarked for the same and will be cleared by the Purchasers, on a daily basis, at no cost to the Builders or the CHSL and

without any nuisance or annoyance to the purchasers of individual units in the Said Project. All costs and consequences in this regard will be to the account of the Purchasers;

- e. The Purchasers shall further ensure that all contractors and workers (whether engaged by the Purchasers directly or indirectly) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the Said Unit or any building in the Said Project;
- f. The Purchasers shall also ensure that the contractors and workers, do not use the toilets in any other unit in the Said Project, and use only the toilets in the Said Unit or toilets earmarked for this purpose by the Builders;
- g. The Purchasers shall solely be responsible for the health and safety of the workers or contractors, and shall insure against any injury of whatever nature sustained or suffered by any worker, and the same shall be treated and managed at the costs of the Purchasers alone, and the Builders shall not be held responsible for the same. All liabilities and damages arising out of any such injury shall be borne and paid only by the Purchasers;
- h. The Purchasers shall also be responsible for the behaviour of all workers and contractors, and if any of the Purchasers workers, contractors, or agents misbehaves or is found to be under the influence of intoxicating substances, then such workers, contractors or agents will be removed forthwith and will not be allowed to re-enter the Said Project premises;
- i. All materials brought into the said Unit for carrying out interior works will be at the sole cost, safety, security and consequence of the Purchasers and the Builders shall not be held responsible for any loss, theft and / or damage to the same;
- j. The Purchasers shall ensure that common facilities, passages, walkways and any other common areas are not obstructed or damaged during the course of carrying out any interior works in the Said Unit or thereafter, and shall be liable for all costs and consequences of such obstruction and / or damage, if any;

- k. If any damage, of whatsoever nature (not due to a defect in construction as envisaged above), is caused to the Said Unit or to any other unit in the Said Project, due to the interior works by the Purchasers, then the Builders or their Contractors shall not be responsible for the cost of reinstating or repairing the same, and the Purchasers alone shall be responsible for reinstating any damage caused to any other units in the Said Project, and the Builders' responsibility towards the defect Liability in the Said Unit shall stand suspended to the extent of the Said Unit;
 - l. The Builders shall be entitled to adjust any amounts and payments received from the Purchasers against any costs or damages caused to the common areas or to other units in the Said Project, as a consequence or due to the interior works carried out by the Purchasers in the Said Unit.
31. Nothing contained in this Agreement for Sale is intended to be nor shall be construed as a grant, demise or assignment in law of the Said Unit or of the Said Plot or building in which the Said Unit is situated or any part thereof. The Purchasers shall have no claim, save and except in respect of the Said Unit thereby agreed to be sold to them, and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. shall remain the property of the Builders, until the Said Project premises and building/s are transferred through conveyance to the CHSL.
32. Notwithstanding anything above, the Purchasers agree that the Builders shall retain complete ownership rights in all unsold Units, if any, in the Said Project, including any units that might not have been constructed but which the Builders are entitled to construct in the Said Project, in accordance with the FSI available for the Said Plot, and that the Purchasers shall never dispute or seek to limit such rights of the Builders.

The Purchasers understand and agree that the above rights of the Builders shall remain applicable even after a CHSL is formed of the various purchasers of individual units in the Said Project and / or after conveyance of the Said Project premises to the CHSL. Without prejudice to the above, the Purchasers agree and understand that the Builders shall retain the following rights in respect of any unsold and / or unconstructed / partially constructed units in the Said Project:

- a. The Promoters and / or their representatives, workers, etc. shall be allowed unrestricted rights by the Purchasers / CHSL to access the Said Project premises and to construct, finish, inspect, and / or maintain the unsold and / or unconstructed / partially constructed units in the Said Project;
 - b. The Builders shall not be liable to pay any charges to the CHSL, in respect of the unsold units, including but not limited to water usage, common electricity usage, contribution towards repair and maintenance funds, expenses on repair and maintenance of lifts and other equipment / machinery, expenses for running the lifts, car parking, non-occupancy charges or any other similar charges. However, the Builders shall pay the proportionate charges in respect of unsold units, towards Property Tax, Sinking Fund, Insurance Charges, NA Tax and Lease Rent for the Said Plot, as per actual expenses. If the Builders give any unsold units on lease, then they shall pay all the proportionate charges as paid in respect of other units in the Said Project;
 - c. The Builders shall retain the right to sell the unsold units in the Said Project to any prospective purchaser(s) and such prospective purchaser(s) will be admitted to the CHSL, and shall enjoy all rights as original members of the CHSL, without paying any transfer premium or any other charges to the CHSL, including any charges that the CHSL may demand in respect of arrears of maintenance in respect of their purchased units;
 - d. The Builders shall also be entitled to display advertisement on the walls or the water tanks or the terrace of the Said Project and the Builders shall exclusively be entitled to any income that may be derived by display of such advertisements, and the Purchasers hereby undertake that they or the CHSL shall not raise any objections for the same.
33. After execution of this Agreement for Sale, the Builders shall not mortgage or create a charge on the Said Unit, and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such encumbrance mortgage or charge shall not affect the right and interests of the Purchasers, who have taken or agreed to take the Said Unit.
34. Forwarding of this Agreement for Sale by the Builders to the Purchasers does not create a binding obligation on the part of the Builders or the Purchasers until,

firstly, the Purchasers sign and deliver this Agreement for Sale with all the Schedules and Annexures along with the payments due as stipulated in the Third Schedule ('Schedule of Payment') herein within 15 (fifteen) days from the date of receipt by the Purchasers and secondly, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Builders. If the Purchasers fail to execute and deliver to the Builders this Agreement within 15 (fifteen) days from the date of its receipt by the Purchasers and/ or appear before the Sub-Registrar for its registration as and when intimated by the Builders, then the application of the Purchasers shall be treated as cancelled and all sums deposited by the Purchasers in connection therewith excluding the booking amount(s) and excluding any charges incurred by the builders in respect of the said flat shall be returned to the Purchasers by the Builders, without any interest or compensation whatsoever.

35. The Recitals, Schedules and Annexures to this Agreement shall constitute an intrinsic and essential part of this Agreement for Sale and this Agreement for Sale, along with all its Recitals, Schedules and Annexures, constitutes the entire Agreement between the Builders and the Purchasers with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Builders and the Purchasers in respect to the Said Unit.
36. This Agreement for Sale can be amended only through the written consent of both the Builders and the Purchasers.
37. 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 Said Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Said Unit, in case of a transfer, as the said obligations go along with the Said Unit for all intents and purposes.
38. If any provision of this Agreement for Sale shall be determined to be void or unenforceable under the Said Act or under other applicable laws, such provisions of the Agreement shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Said Act or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

39. Wherever in this Agreement it is stipulated that the Purchasers have to make any payment, in common with other purchasers in the Said Project, the same shall be in proportion to the carpet area of the Said Unit to the total carpet area of all the units in the Project.
40. This Agreement for Sale shall be executed at Navi Mumbai, and the Purchasers and/ or the Builders shall present this Agreement, as well as the subsequent Conveyance Deed for the Said Project premises and building/s for registration at the proper registration office, within the time limit prescribed by the Registration Act, and the Builders will attend such office and admit execution thereof.
41. All notices to be served on and correspondence to the Purchasers as contemplated by this Agreement for Sale, shall be deemed to have been duly served if sent to the Purchasers, by Registered or Speed Post A.D. to the address specified below:

Attention: ____

Address: ____

Mobile No: ____

Email: ____

It shall be the duty of the Purchasers to inform the Builders of any change in address subsequent to the execution of this Agreement for Sale, failing which all communications and letters posted to the above address shall be deemed to have been served on the Purchasers.

In case of 02 (two) or more Purchasers, the Notices and Correspondence shall be sent by the Builders only to the above mentioned address and not to each of the Purchasers individually, and postage to the above mentioned address through Registered or Speed Post A.D. shall for all intents and purposes be considered as proper service on all the Purchasers.

42. All charges towards Taxes, Stamp Duty and Registration of this Agreement for Sale shall be borne by the Purchasers only.
43. Any dispute between the Parties in respect of this Agreement for Sale shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Said Act.

44. That the rights and obligations of the Parties under or arising out of this Agreement for Sale shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Navi Mumbai, shall have exclusive jurisdiction in respect of this Agreement for Sale.

FIRST SCHEDULE HEREINABOVE WRITTEN

All the pieces and parcels of land comprising Plot No. 04, Sector 08, Ghansoli, Navi Mumbai, Maharashtra – 400 701, admeasuring about 1,445.31 sq. m, and bounded as follows that is to say:

ON OR TOWARDS THE NORTH : 15 METRE WIDE ROAD

ON OR TOWARDS THE SOUTH : PLOT NO. 03

ON OR TOWARDS THE EAST : 30 METRE WIDE ROAD

ON OR TOWARDS THE WEST : PLOT NO. 05

SECOND SCHEDULE HEREINABOVE WRITTEN

Shop / Flat No ____ on ____ Floor, having RERA carpet area of ____ sq. metres along with enclosed balcony of ____ sq. metres and balcony of ____ sq. metres, in the ‘Alliaance Icon’ Project being developed on Plot No. 04, Sector 08, Ghansoli, Navi Mumbai – 400 701.

THIRD SCHEDULE HEREINABOVE WRITTEN

<u>S. NO.</u>	<u>SCHEDULE OF PAYMENT</u>	<u>% OF PAYMENT</u>
1	As Earnest Money at the Time of Booking	10%
2	At the Time of execution of Agreement for Sale	20%
3	On Completion of the Plinth	15%
4	On Completion of Podium Slab	4.0%
5	On Completion of 7th Floor Slab	4.0%
6	On Completion of 11th Floor Slab	4.0%
7	On Completion of 15th Floor Slab	4.0%
8	On Completion of 19th Floor Slab	4.0%

<u>S. NO.</u>	<u>SCHEDULE OF PAYMENT</u>	<u>% OF PAYMENT</u>
9	On Completion of 28th Floor Slab	5.0%
10	On Completion of External Walls	5.0%
11	On Completion of Inside Gypsum Work	5.0%
12	On Completion of Outside Plastering	5.0%
13	On Completion of Plumbing and Flooring	5.0%
14	On Completion of Electrical Fittings and Lifts	5.0%
15	At the Time of Handing over Possession of Said Unit or on Receipt of Occupation Certificate, whichever is earlier	5.0%
	Total	100%

Note: Goods and Service Tax (GST) as applicable shall also be payable along with the Payment, due as per the above Schedule. The GST shall be payable through separate cheques and no TDS shall be applicable on such amounts.

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

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED ‘BUILDERS’

For M/s Satyam Infra

()
Partner

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED ‘PURCHASERS’

()

IN THE PRESENCE OF WITNESSES:

1.

2.

LIST OF ANNEXURES

1. Annexure 'A': Index II of Agreement to Lease dated 04 Mar 2021 for Plot No. 04, Sector 08, Ghansoli, Navi Mumbai – 400 701.
2. Annexure 'B': Index II of Tripartite Agreement dated 19 Apr 2021 for Plot No. 04, Sector 08, Ghansoli, Navi Mumbai – 400 701.
3. Annexure 'C': Index II of Tripartite Agreement dated 10 Jun 2021 for Plot No. 04, Sector 08, Ghansoli, Navi Mumbai – 400 701.
4. Annexure 'D': Commencement Certificate dated 26 Apr 2022 for the Alliaance Icon Project
5. Annexure 'D1': Amended Commencement Certificate dated 20 Oct 2022 for the Alliaance Icon Project
6. Annexure 'E': Title Certificate dated 30 Apr 2022 for the Said Plot
7. Annexure 'E1': Amended Title Certificate dated 12 Nov 2022 for the Said Plot
8. Annexure 'F': Registration Certificate for the Alliaance Icon Project with MAHARERA
9. Annexure 'G': Master Layout Plan for Alliaance Icon
10. Annexure 'H': Floor Plan for the Said Unit

ANNEXURE 'I'

LIST OF COMMON FACILITIES TO BE PROVIDED IN ALLIAANCE ICON

STRUCTURAL FEATURES:

- a) Earthquake resistance RCC Frame structure
- b) Two coats external plaster with good quality sand or roofit mix
- c) Decorative compound wall and building entrance gate
- d) Premium quality pure acrylic external paint of building

GENERAL FEATURES:

- a) Ample parking space with multi-level robotic parking from 1st to 3rd floor
- b) Decorative entrance lobby with air conditioned lounge
- c) Branded high speed elevators
- d) Power back up facility for lifts, water pump & lighting for common areas
- e) Security: Complete CCTV surveillance of common areas, Intercom at entrance

SPECIAL FEATURES AND COMMON FACILITIES:

- a) Society Office and Gymnasium
- b) Stilt / Indoor Games Centre with Table Tennis / Chess / Pool
- c) Podium Garden, Children Play Area, and Yoga / Meditation Centre

ANNEXURE 'J'

LIST OF FIXTURES, FITTINGS, SPECIFICATIONS AND AMENITIES TO BE
PROVIDED IN THE SAID UNIT

1. Flooring: Vitrified flooring in Master Bedrooms, Anti-skid Tiles in the attached balcony / terrace area
2. Kitchen: Granite / Artificial Marble Kitchen Platform, Stainless Steel Sink and Provision for Exhaust Fan and Water Purifier
3. Wall and Paints: Gypsum Finished Internal Walls with Premium Plastic Paints
4. Security: Video door phone security system for each Flat with Intercom
5. Doors and Windows: Attractive Main Door with Elegant Big Handles and Locks, Aluminium Sliding Windows with Tinted / Plain Glass, Mosquito Net Protection in all Windows, Marble / Granite / Composite Marble Window Sill
6. Electricals: Branded concealed copper wiring with Isolater / MCB. TV, Telephone and Internet connection in all Rooms, Air Conditioner Points in Hall and Bedrooms
7. Toilets: Designer Bathrooms with branded Sanitary Ware, Concealed Plumbing with premium CP fittings, Geyser connection to all Bathrooms, Wash Basin, Mixture in Master Toilet