

SAMAK CONSTRUCTIONS PRIVATE LIMITED

Shop A/3, Gurunanak Market, M.S. All Road, Mumbai – 400 007

CIN : U45400MH2007PTC0170081

Cell No: +91 98210 33552 / +91 99699 33552

Sub: Deviation Report with respect to Model form of Allotment Letter

We hereby submit that the following are deviations/modifications in the Allotment Letter to be issued by us as the Developer / Promoter to the Purchasers vis a vis Model Form of Allotment Letter as per Order No. 35/2022 dated 12th August, 2022. Issued by MAHARERA Authority.

The deviation / modification in Model Form Clauses are highlighted in **Yellow** colour and deletion is in strikethrough in Column "Deviation Clause in Developer's / Promoter's Proforma Allotment Letter".

Sr. No.	Clause in Model Form Allotment Letter	Clause No.	Deviation / Modification Clause in Developer's/Promoter's Proforma Allotment Letter
1.	<u>1. Allotment of the said unit:</u> This has reference to your request referred at the above subject. In that regard, I/ we have the pleasure to inform that you have been allotted a _____ BHK flat/villa/bungalow/ commercial premises bearing No. _____ admeasuring RERA Carpet area _____ sq. mtrs equivalent to _____ sq. ft. situated on _____ floor in Building _____ Tower /Block _____ /Wing _____ in the project known as " _____ " having MahaRERA Registration No. _____ hereinafter referred to as "the said unit", being developed on land bearing C. S. No(s)/Plot No. _____ lying and being at Village _____ Taluka _____, Dist. _____ admeasuring _____ sq. mtrs. for a total consideration of Rs. _____/- (in figures) (Rupees. _____ (in words) only) exclusive of GST, stamp duty and registration charges.	1	<u>1. Allotment of the said Flat/Unit:</u> This has reference to your request referred at the above subject. In that regard, I/ we have the pleasure to inform you that you have been tentatively allotted a _____ BHK Flat/Unit bearing No. _____ admeasuring RERA Carpet area _____ sq. mtrs. equivalent to _____ sq. ft. situated on _____ floor in Building _____ Tower _____ / Block _____ / Wing _____ in Phase "I" of the project known as "The Empire Tower", having MahaRERA Registration No. _____, hereinafter referred to as "the said Flat/Unit", being developed on land known as 'Sheetal Estate' at Grant Road (E), Mumbai 400 007 C.S. Nos. 1190, 1191, 1/1191, 2/1191, 4/1191, 1192, 1/1192, 1193, 1194, 3A/1191 and 1A1/1191 with the development to be extended to further phases on completion of acquisition of adjoining properties as proposed by the

P.S.



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			Promoter. The total consideration for the said Flat is Rs.____(in figures)____/- (Rupees ____ (in words) only) exclusive of GST, stamp duty and registration charges and other charges as set out in the Agreement for Sale to be entered between ourselves and yourselves.
2	2. Allotment of parking space(s): Further I/ we have the pleasure to inform you that you have been allotted along with the said unit, garage(s) bearing No(s) _____ admeasuring _____ sq. mtrs equivalent to _____ Sq. ft. /covered car parking space(s) at _____ level basement /podium bearing No(s) _____ admeasuring _____ sq. mtrs. Equivalent to _____ sq. ft./stilt parking bearing No(s) _____ admeasuring _____ sq. mtrs equivalent to _____ sq. ft. / mechanical car parking unit bearing No(s) _____ admeasuring _____ sq. mtrs. Equivalent to _____ sq. ft. on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves. OR Further I/ We have the pleasure to inform you that you have been allotted an open car parking bearing No. _____ without consideration	2	2. <u>Allotment of garage / covered parking space(s):</u> Further I/ we have the pleasure to inform you that you have been allotted along with the said Flat/Unit, garage(s) bearing No(s) _____ admeasuring _____ sq. mtrs. equivalent to _____ sq. ft./ covered parking space(s) at _____ level basement/ podium bearing No(s) _____ of the area as sanctioned by the Planning Authority for provision of parking and/or admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. stilt parking bearing No(s) _____ admeasuring _____ sq. mtrs. equivalent to _____ sq. ft./mechanical car parking unit bearing No(s) _____ admeasuring _____ sq. mtrs. equivalent to _____ sq. ft./ on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves. OR Further I/ we have the pleasure to inform you that you have been allotted an open car parking bearing No. _____ without consideration. The Allotment of the Flat and Parking is tentative and subject to your executing the Agreement for Sale as would be

P.S.



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		drafted by our Advocates & Solicitors and which would be similar for all premises purchasers. The Agreement for Sale will be required to be executed by you within 30 days hereof. In the event of our failing to execute the Agreement for Sale and pay the amount due on execution for any reason whatsoever this Letter of Allotment shall ipso facto stand cancelled and 50% of the Booking Advance shall stand forfeited with the balance 50% to be returned interest free within 45 days of such termination against return of the original of this Letter of Allotment due cancellation endorsed thereon.
3	3. Receipt of part consideration: I / we confirm to have received from you an amount of Rs. figures (Rupees, in words only), (this amount shall not be more than 10% of the cost of the said unit) being ___ % of the total consideration value of the said unit as booking amount /advance payment on dd/ mm/ yyyy, through mode of payment.	3. Receipt of Booking Advance: I/ we confirm to have received from you amount of Rs. in figures ___/- (Rupees ___ in words only) (this amount shall not be more than 10% of the cost of the said unit) being 10% of the total consideration value of the said unit as booking amount/ advance payment on ___ dd/mm/yyyy, through ___ mode of payment OR 3. Receipt of part consideration: A. You have requested us to consider payment of the booking amount/ advance payment in stages which request has been accepted by us and accordingly I/ We confirm to have received from you an amount of Rs. ___ (in figures) ___/-

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		(Rupees <u> </u> (in words) <u> </u> only) being <u> </u> % of the total consideration value of the said unit as booking amount/ advance payment on <u> </u> dd/mm/yyyy through <u> </u> mode <u> </u> of payment <u> </u>. The balance <u> </u> % of the booking amount/ advance payment shall be paid by you in the following manner. a) Rs. <u> </u> in <u> </u> figures <u> </u> /- (Rupees <u> </u> in words <u> </u> only) on <u> </u> or <u> </u> before <u> </u> dd/mm/yyyy b) Rs. <u> </u> in <u> </u> figures <u> </u> /- (Rupees <u> </u> in words <u> </u> only) on <u> </u> or <u> </u> before <u> </u> dd/mm/yyyy c) Rs. <u> </u> in <u> </u> figures <u> </u> /- (Rupees <u> </u> in words <u> </u> only) on <u> </u> or <u> </u> before <u> </u> dd/mm/yyyy d) Rs. <u> </u> in <u> </u> figures <u> </u> /- (Rupees <u> </u> in words <u> </u> only) on <u> </u> or <u> </u> before <u> </u> dd/mm/yyyy <i>Note: The total amount accepted under this clause shall not be more than 10% of the cost of the said Flat/Unit.</i> <i>If you fail to make the balance <u> </u> % of the booking amount/ advance payment within the time period stipulated above further action as stated in Clause 12 hereunder written shall be taken by us as against you.</i> We hereby confirm the payment of Rs. <u> </u> /- (Rupees <u> </u> Only) equivalent to 10%
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			of Consideration Amount towards Booking Advance, as per below mentioned cheque details:						
			<table><tr><th>Cheque No.</th><th>Drawn on/ dated</th><th>Amount in Rs.</th></tr><tr><td></td><td></td><td></td></tr></table>	Cheque No.	Drawn on/ dated	Amount in Rs.			
Cheque No.	Drawn on/ dated	Amount in Rs.							
4	4. Disclosures of information: I/ We have made available to you the following information namely: – i) The sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the project site and has also been uploaded on MahaRERA website. ii) The stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in Annexure – A attached herewith and iii) The website address of MahaRERA is https://maharera.mahaonline.gov.in/#	4	4. Disclosure of information: I/ we have made available to you the following information namely:- i) The sanctioned plans, layout plans, along with specifications, approved by the competent authority as also timelines for the work undertaken are displayed at the project site and has also been uploaded on MahaRERA website. ii) The website address of MahaRERA is https://maharera.mahaonline.gov.in/# iii) You hereby specifically agree that we have given you sufficient information regarding our Project and the Flat/Unit you propose to purchase. You have made your request for allotment of subject Flat/Unit, without relying on any of the publicity materials/ advertisements published in any form or any channel by the us or any third party in the past. You further confirm and undertake to not make any claim against us or seek cancellation of the allotment						

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			or refund of the monies paid for reason of anything contained in the publicity material / advertisement published in any form or in any channel. The stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in Annexure – A attached herewith
5	5. Encumbrances: I/ We hereby confirm that the said unit is free from all encumbrances and I/we hereby further confirm that no encumbrances shall be created on the said unit. OR I/We have created the following encumbrance(s) / encumbrance(s) attached with caveats as enumerated hereunder on the said unit. a) b) c)	5	5. Encumbrances: I/ we hereby confirm that as of now the said Flat/Unit is free from all encumbrances and I/we hereby further confirm that no encumbrances shall be created on the said Flat/Unit. OR I/ we have created the following encumbrance(s) / encumbrance(s) attached with caveats as enumerated hereunder on the said unit. a) _____ b) _____
6	6. Further payments: Further payments towards the consideration of the said unit as well as of the garage(s)/covered car parking space(s) shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.	6	6. Payment Schedule of Total Consideration: Further payments towards the consideration of the said unit as well as of the garage(s)/ covered car parking space(s) shall be made by you in the manner and at the times as well as on the terms and conditions as more specifically enumerated/ stated in the agreement for sale to be entered into between ourselves and yourselves. The payment of Total Consideration Amount shall be made by you as per the payment schedule specified in

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			Annexure "A" annexed hereto: The Consideration Amount as mentioned hereinabove is escalation free, save and except escalations/increases, due to increase on account of Development Charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the MCGM/Government from time to time. We shall send a demand letter for each of the above payment mentioning the amount of payments towards each head including default interest etc. and the due date for such payment which shall be 7 (seven) days from the date of such demand.
7	7. Possession: The said unit along with the garage(s)/covered car parking spaces(s) shall be handed over to you on or before _____ subject to the payment of the consideration amount of the said unit as well as of the garage(s) /covered car parking space(s) in the manner and at the times as well as per the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.	7	7. Possession: The said Flat/Unit along with the garage(s)/ covered car parking space(s) shall be handed over to you on or before 31/12/2029 subject to the payment of the consideration amount of the said Flat/Unit as well as of the garage(s)/ covered car parking space(s) and all other dues payable under the Agreement in the manner and at the times as well as per the terms and conditions more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.
8	8. Interest payment: In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.	8	8. Interest payment: In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

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					All the payments to be made by you shall be first adjusted towards the default interest and then towards the payment of instalments of Consideration Amount or other payments as mentioned herein.															
9	9. Cancellation of allotment: i. In case you desire to cancel the booking an amount mentioned in the Table hereunder written* would be deducted and the balance amount due and payable shall be refunded to you without interest within 45 days from the date of receipt of your letter requesting to cancel the said booking.	9	9. Cancellation of allotment: i. In case you desire to cancel the booking 5% of the cost of the Flat, an amount mentioned in the Table hereunder written* , would be deducted and the balance amount due and payable shall be refunded to you without interest within 45 days from the date of receipt of your letter requesting to cancel the said booking.																	
	<table><tr><th>Sr. No.</th><th>If the letter requesting to cancel the booking is received,</th><th>Amount to be deducted</th></tr><tr><td>1</td><td>within 15 days from issuance of the allotment letter;</td><td>Nil;</td></tr><tr><td>2</td><td>within 16 to 30</td><td>1% of the cost</td></tr></table>	Sr. No.	If the letter requesting to cancel the booking is received,	Amount to be deducted	1	within 15 days from issuance of the allotment letter;	Nil;	2	within 16 to 30	1% of the cost		<table><tr><th>Sr. No.</th><th>If the letter requesting to cancel the booking is received,</th><th>Amount to be deducted</th></tr><tr><td>1</td><td>within 15 days from issuance of the allotment letter;</td><td>Nil;</td></tr></table>	Sr. No.	If the letter requesting to cancel the booking is received,	Amount to be deducted	1	within 15 days from issuance of the allotment letter;	Nil;		
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			days from issuance of the allotment letter;	of the said Flat/Unit;			2	within 16 to 30 days from issuance of the allotment letter;	1% of the cost of the said Flat/Unit;
		3	within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said Flat/Unit;			3	within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said Flat/Unit;
		4	after 61 days from issuance of the allotment letter.	2% of the cost of the said Flat/Unit;			4	after 61 days from issuance of the allotment letter.	2% of the cost of the said Flat/Unit;
* The amount deducted shall not exceed the amount as mentioned in the table above. ii. In the event the amount due and payable referred in Clause 9 i) above is not refunded within 45 days from the date of receipt of your letter requesting to cancel the said booking, you shall be					• The amount deducted shall not exceed the amount as mentioned in the table above. ii. In the event the amount due				

P.S.



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	entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.		and payable referred in Clause 9 i) above is not refunded within 45 days from the date of receipt of your letter requesting to cancel the said booking, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.
10	10. Other payments: You shall make the payment of GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in the agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 11 hereunder written.	10	10. Other payments: You shall make the payment of GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in the agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 11 hereunder written. Apart from the Consideration Amount, you shall pay to us various amounts towards miscellaneous charges which would be similar to such as are paid by other Flat Purchaser/Allottee on or before delivery of possession of the subject Flat/Unit, as per our demand letter: - i) share money, application entrance fee of the Society. ii) Society formation and registration charges; iii) for proportionate share of taxes and other charges/levies in respect of the Society. iv) for Deposit towards provisional monthly contribution towards outgoings of Society for a period of 12 months. v) For Deposit towards water, electric and other utility and services connection charges.

P.S.



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			vi) for deposits for electrical receiving and sub-station provided in layout. vii) Legal cost, charges and expenses, including professional costs of Advocates/ Solicitors of the Developer/Promoter in connection with formation of the Society and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the deed of assignment/ deed of conveyance viii) Membership admission fees of Society. Charges of Mahanagar Gas Limited (MGL) on actuals shall be paid by the Allottee/s.
11	11. Proforma of the agreement for sale and binding effect: The proforma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. Forwarding the proforma of the agreement for sale does not create a binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 126.	11	11. <u>Proforma of the agreement for sale:</u> The proforma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. Forwarding the proforma of the agreement for sale does not create a binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 126. uploaded on the Rera Website and the same may be modified as the exigencies of the circumstances may require with all modifications being similar for all Premises Allottees and the same shall have a binding effect only on execution of the same.
12	12. Execution and registration of the agreement for sale: i) You shall execute the agreement for sale and appear for registration of the same before the concerned Sub-	12	12. <u>Execution and registration of agreement for sale:</u> i) You shall execute the agreement for sale and appear for registration of the same before the concerned

P.S.



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Registrar within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you. The said period of 2 months can be further extended on our mutual understanding.

ii) If you fail to execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within the stipulated period 2 months from the date of issuance of this letter or within such period as may be communicated to you, I/ we shall be entitled to serve upon you a notice calling upon you to execute the agreement for sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, I/ we shall be entitled to cancel this allotment letter and further I /we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said unit and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period.

iii) In the event the balance amount due and payable referred in Clause 12 ii) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

~~Sub-Registrar within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you.~~
~~*The said period of 2 months can be further extended on our mutual understanding.~~

~~* In the event the booking amount is collected in stages and if the allottee fails to pay the subsequent stage instalment, the promoter shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage installment within 15 (fifteen) days which if not complied, the promoter shall be entitled to cancel this allotment letter. On cancellation of the allotment letter the promoter shall be entitled to forfeit the amount paid by the allottee or such amount as mentioned in the Table enumerated in Clause 9 whichever is less. In no event the amount to be forfeited shall exceed the amount mentioned in the above referred Table. Except for the above all the terms and conditions as enumerated in this allotment letter shall be applicable even for cases where booking amount is collected in stages.~~

~~ii) If your fail to execute the agreement for sale and appear for the registration of the same before the concerned Sub-Registrar within the stipulated period of 2 months from the date of issuance of this letter or within~~

P.S.



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		such period as may be communicated to you, I/ we shall be entitled to serve upon you a notice calling upon you to execute the agreement for sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, I/ we shall be entitled to cancel this allotment letter and further I/ we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said unit and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period. iii) In the event the balance amount due and payable referred in Clause 12 ii) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India Marginal Cost of Lending Rate plus two percent. Against payment of a further 20% of the consideration within the agreed timelines, the Agreement for Sale of the said Flat and Parking will be required to be executed. All Stamp Duty, Registration Charges as well as GST as applicable will be payable by the Allottee.
13	13. Validity of allotment letter: This allotment letter shall not be construed to limit your rights and interest upon execution and registration of the agreement for sale between ourselves and yourselves. Cancellation	13 13. Validity of allotment: This allotment letter shall not be construed to limit your rights and interest upon execution and registration of the agreement for sale between ourselves and yourselves.

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	of allotment of the said unit thereafter, shall be covered by the terms and conditions of the said registered document.		Cancellation of allotment of the said Flat/Unit thereafter, shall be covered by the terms and conditions of the said registered document.
14	14. Headings: Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this allotment letter.	14	14. Headings: Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this allotment letter.
		15	Any communication including demand letter shall be sent to you via email on your email address or by post/courier at your address mentioned hereinabove. We shall not be responsible for non-receipt of our communications to you in case of any change in the address or email address not notified to us in writing and any such communication shall be deemed to be served upon you on the same being issued from our end.
		16	This allotment is subject to the provisions of Real Estate (Regulation and Development) Act, 2016, Rules and Regulations as applicable for the state of Maharashtra.

Annexure "A"

Stage-wise time schedule of completion of the project

Sr. No.	Stages	Date of Completion
1.	Excavation	
2.	Basements (if any)	

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3.	Podiums (if any)	
4.	Plinth	
5.	Stilt (if any)	
6.	Slabs of superstructure	
7.	Internal walls, internal plaster, completion of floorings, doors and windows	
8.	Sanitary electrical and water supply fittings within the said Flat/Units	
9.	Staircase, lifts wells and lobby at each floor level overhead and underground water tanks	
10.	External plumbing and external plaster, elevation, completion of terraces with waterproofing.	
11.	Installation of lifts, water pumps, firefighting fittings and equipment, electrical fittings, mechanical equipment, finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to building / wing, compound wall and all other requirements as may be required to complete project as per specifications in agreement of sale, any other activities.	
12.	Internal roads & footpaths, lighting	
13.	Water supply	
14.	Sewerage (chamber, lines, septic tank, STP)	
15.	Storm water drains	
16.	Treatment and disposal of sewage and sullage water	



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17.	Solid waste management & disposal	
18.	Water conservation / rain water harvesting	
19.	Electrical meter room, sub-station, receiving station.	
20.	Others	

Annexure "B"

PAYMENT SCHEDULE	
Stage	Amount (In Rs.)
10% of the consideration amount i.e. Booking Amount	
20% of the consideration amount to be paid on execution of Agreement for Sale Or on receipt of Commencement Certificate, whichever is earlier.	
15% of the consideration amount to be paid within 7 days on completion of Plinth of the new building in which the subject Flat/Unit is located.	
25% of the consideration amount to be paid within 7 days on completion of each of the slabs of the new building in which the subject Flat/Unit is located. The detailed Demand Letter shall be issued in regards to the same.	
5% of the consideration amount to be paid within 7 days on completion of walls, internal plaster, flooring, doors and windows of the subject Flat/Unit.	



P.S.



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5% of the consideration amount to be paid within 7 days on completion of sanitary fittings, staircases, lobby upto the floor of subject Flat/Unit.	
5% of the consideration amount to be paid within 7 days on completion of external plumbing, external plaster, elevation, terraces with waterproofing of the new building in which the subject Flat/Unit is located.	
10% of the consideration amount to be paid within 7 days on completion of lifts, water pumps, electrical fittings, entrance lobby/s, plinth protection, paving of areas appertain as stated in the Agreement for sale.	
5% of the Consideration Amount i.e. balance amount to be paid at the time of handing over possession of the subject Flat/Unit on or after receipt of occupancy certificate or completion certificate.	
Registration Fees, Scanning Charges and other incidental expenses payable for execution and registration of Agreement for Sale.	On Actuals To be paid directly to the authorities/service provider
GST or other Taxes – On actuals.	On Actuals as per the demand letter by us.

Thanking you,

For M/S. Samak Constructions Pvt. Ltd.

P.P. Shah

Authorized Signatory

