

AGREEMENT FOR SALE

This agreement for sale is made and entered into at Panvel, on the _____ day of _____.

Between

M/s MARVEL LIFE SPACES a registered partnership firm, (**PAN:AAWFM0884E**) having its registered office address at 704, Ambience Court, Plot No.2, Sector 19D, Vashi, Navi Mumbai 400 705, through its partner, **SHRI** Pankaj ShankarlalBhanushali,(the “**Promoter**”)(which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the Partner or Partners for the time being of the said firm, their survivor or survivors, heirs, executors, administrators and assigns of such last survivor) of the ONE PART;

AND

Shri _____, individual aged about _____ years (PAN No. _____), son of Shri _____, residing at _____, (the “**Allottee**”) (which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include his/her/their respective legal heirs/executers, administrators, permitted successors, assigns and nominees)of the Party of the OTHER PART.

(Party to One Part and Party to Other Part are collectively hereinafter referred to as “**Parties**”)

WHEREAS:

- A. Vide letter dated 25.10.2016 issued by the Talati of TalojaPanchanand, Promoter has acquired all the rights, title and interest in respect of land bearing Plot no. 1 admeasuring about 9688 sq.mtrs and thereabouts situated at Village Pisarve, Taluka Panvel, District Raigad (the “**said total land / Land-1**”) more particularly described in “**First Schedule**”. A layout of the said total land is appended hereto as ‘**Annexure-1**’. A

copy of the 7/12 extract of said total land is appended hereto as '**Annexure-2**'.

- B. Vide letter dated 06.02.2015 issued by Collector of Raigad, Alibag the Promoter has obtained Development permission of building comprising of (Ground + 3 floors) in respect of said total land and utilising 9003.12 Sq. Mtrs. Floor Space Index (FSI) Out of total available FSI of 12,836.60 Sq. mtrs.
- C. Vide order dated 05.08.2015 issued by Mumbai Metropolitan Region Development Authority (MMRDA), the Promoter has obtained permission to construct fourth floor in all the proposed buildings. Accordingly the Promoter is entitled to construct G+4 floors in all the proposed buildings in respect of the said total land.
- D. Vide letter dated 29.09.2016 issued by Collector of Raigad, Alibag the Promoter has obtained revised development permission cum Commencement certificate bearing reference number Mah Govt/L.N.A.1(B)/ S.R.120/2015 in respect of the said total land admeasuring about 9,688 sq.mtrs, and has development permission for 12836.60 sq.mtrs . A copy of the said commencement certificate dated 29.09.2016 is appended hereto as '**Annexure-3**'.
- E. The Promoter is the owner of separate land parcels on which amenities shall be made. The details of these land parcels are as under:
- i) Recreational Ground -1 admeasuring about 1673 sq.mtrs
 - ii) Recreational Ground-2 admeasuring about 400 sq.mtrs
 - iii) Recreational Ground-3 admeasuring about 467 sq.mtrs.
 - iv) Recreational Ground-4 admeasuring about 881 sq.mtrs.
 - v) Recreational Ground-5 admeasuring about 642 sq.mtrs
 - vi) Amenity Plot 1 admeasuring about 810 sq.mtrs
 - vii) Amenity Plot 2 admeasuring about 1221 sq.mtrs
- These land parcels are collectively referred to as "**amenities land**" and are separately marked in the layout plan of Land 1, Land 2, Land 3 and Land 4 ("**said entire land**") appended hereto as '**Annexure-4**'. The List of amenities is mentioned in "**Second Schedule**" along with amenities sanctioned therein.
- F. The Adjoining lands to the said total land shall be developed by different Promoters.

The details of adjoining lands are as under:

- i) Land 2 bearing plot no.2 admeasuring about 6737_sq.mtrs.
- ii) Land 4 bearing plot no. 4admeasuring about 4398_sq.mtrs.

These adjoining lands are specifically marked in the layout plan of said entire land appended as ‘Annexure-4’.

G. In accordance with the development permission and sanctioned plan dated 29.09.2016 for the said total land / Land-1, the Promoter is entitled to construct a complex of 6 buildings compromising of 15 wings of ground+ 4 upper floors in the said total land namely, **Asha** (‘A’ Wing, ‘B’ Wing & ‘C’ Wing), **Akanksha** (‘A’ Wing & ‘B’ Wing), **Anand** (‘A’ Wing, ‘B’ Wing, ‘C’ Wing & ‘D’ Wing), **Ananya** (‘A’ Wing & ‘B’ Wing), **Aaradhya** (‘A’ Wing & ‘B’ Wing), **Aaradhya**(‘C’ Wing & ‘D’ Wing) along with the amenities mentioned therein utilizing 12815.814 sq.mtrs of Floor space index out of the available 12836.60 sq.mtrs wherein all the buildings shall consist of residential units from first floor to fourth floor except ‘B’ wing of Ananya where there are residential units from ground floor to fourth floor and in ground floor of A and B Wings in Building Asha and Anand there shall be commercial units (the “**said entire project**”) known as “**SAI SHANTI PARK**”more particularly described in “**Third Schedule**”. Each building along with respective wings shall constitute a separate phase read as phase I to phase VI which are tabulated as below:

(PHASEWISE DETAILS OF CONSTRUCTION OF BUILDINGS)

Phase	Building Name
I	Asha(‘A’ Wing, ‘B’ Wing & ‘C’ Wing) Akanksha(‘A’ Wing & ‘B’ Wing)
II	Anand(‘A’ Wing, ‘B’ Wing, ‘C’ Wing & ‘D’ Wing)
III	Ananya(‘A’ Wing & ‘B’ Wing)
IV	Aaradhya(‘A’ Wing & ‘B’ Wing)
V	Aaradhya(‘C’ Wing & ‘D’ Wing)

H. Accordingly the Promoter has commenced construction of building (name) ‘ _____ ’,

of ____ (phase) (the “**said project**”) on specific portion of said total land marked in yellow colour in the layout plan of said total land appended as “Annexure-1”. The said building is currently utilizing _____ sq. mtrs. FSI out of total FSI _____ of said total land. The said project is more particularly described in “**Fourth Schedule**”.

- I. Vide Power of Attorney dated 01.07.2015 _____, the Promoter has granted a Power of attorney in the name of 1) Jayesh PremjiBhanushali 2) Mangesh Ramchandra Davande and 3) Suresh HaribhaiBhanushali for the purpose of registration of this Agreement. A power of attorney dated 01.07.2015 is duly registered before Sub – Registrar Assurance Thane-11at Thaneon 01.07.2015 having serial No. TNN11-3298-2015.
- J. The Allottee demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title including copies of the Development Permission approved plans. ‘Certificate of Title’ dated _____ in respect of said total land issued by J Nishar& Co, Advocates & Solicitors is appended hereto as ‘**Annexure – 5**’ and of such other documents as are specified under applicable statute and rules and regulations. In addition the Allottee has perused the ‘Architect Certificate’ and the drawing certifying the carpet area of various units along-with limited common area in respect of each unit. The Allottee has also seen the proposed layout of entire project which is to be developed in said total land. Besides a copy of all such documents are available at the site office and is available for verification by the Allottee after giving a reasonable notice.
- K. The Promoter expressed their intention to dispose of the flats to be constructed in the said entire project on outright sale to the prospective buyers. Prior to expressing intention for receiving allotment the Allottee has informed the Promoter that the Allottee is aware about all eligibility terms and conditions of Collector Office for obtaining its NOC/Permission for the purchase/allotment of said flat in said project including those of residing & working in Collector Office for the stipulated period.
- L. The Promoter has appointed M/s. A.N.Arch as liasioning Architect having their office at 20, 21, Raheja Arcade, Sector-11, Plot No. 61, CBD Belapur- 400614and M/s. Structilis as Design Architect having their office at 101, Tejaswini Arcade, Plot No. 413/2, Near

Gangaram_Talkies, Panvel- 410206 both registered with the council of Architect.

- M. The Promoter has appointed a Structural Engineer 'Adharshila Consultants', through its proprietor, Samarth Agarwal, having address at 126, CFC Building-II, APMC Market-II, Phase-II, Sector-19, Vashi, Navi Mumbai-400 705, for the preparation of structural designs and drawings of the buildings.
- N. The Promoter has appointed a Contractor "M/s. ShreejiEnterprises" having its office at B-703, Ekta Avenue, Plot No. C-94, Sector-12, Kharghar, Navi Mumbai-410210 to carry out construction of buildings on said total land.
- O. Promoter has represents to the Allottee that:
- i) Vide sanctioned letter dated 12.10.2015 issued by State Bank of India, Promoter has obtained an approval for project loan of Rs. 40,00,00,000/- in respect of said entire project. The Promoter has mortgaged the area admeasuring about 44700 sq. mtrs TheAllottee has perused the said loan sanction letter dated 12.10.2015 issued by State Bank of India and all the relevant mortgage documents. The Allottee hereby consents to such mortgage.
 - ii) The Promoter shall be entering into amenities sharing agreement with the Promoter of Land 2, Land 3 and Land 4 by virtue of which the Allottees of units on all four lands will be entitled to share the amenities on the amenity land parcels.
- P. While sanctioning the plans vide revised Development permission, revised commencement certificate and sanctions dated 29.09.2016 concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters when developing the said total land and upon due observance and performance of such terms and conditions only, the completion and occupation certificate in respect of the said entire project/ said project shall be granted by the concerned local authority. The Promoter has accordingly commenced construction of the buildings in accordance with the sanctioned plans.
- Q. The Allottee applied to the Promoters vide request letter dated _____for allotment of 'Flat No/ shop No. _____ , admeasuring carpet area _____Sq. Mtr on _____

floor of _____ wing in the Building “_____” (the “**said unit**”) more particularly described in ‘**Fifth Schedule**’. A copy of Floor Plan is appended hereto as ‘**Annexure-6**’. In addition, without any further monetary consideration, the Allottee is entitled to enclosed balcony of _____sq.mtrs, terrace of _____ sq. mtrs. being ancillary area (the “**additional area**”) marked separately in the floor plan appended as ‘**Annexure-6**’.

- R. The Promoter has registered the said entire project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at under Registration no _____. A copy of certificate of registration is appended hereto as ‘**Annexure-7**’.
- S. The Allottee has offered the Promoter Rs. _____/- (Rupees in words _____ only) for the transfer of said unit in name of Allottee which the Promoter has accepted upon such terms and conditions as contained in this agreement. Before the execution of these present the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees in words _____ only) being “booking advance” of the unit agreed to be sold by Promoter to Allottee and the receipt whereof the Promoters do hereby admit and acknowledge. The Allottee has agreed to pay to Promoter balance consideration in the manner and upon the terms and conditions hereinafter appearing.

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

1. PROJECT

- 1.1 The Promoter shall under normal conditions develop the said project in accordance with the plans, designs, specifications approved by the competent authority and which have been seen and approved by the Allottee with only such variations or as may be required by the competent authority or the Government.
- 1.2 If required, the Promoter shall carry out minor modifications as may be deemed fit and intimate the Allottee accordingly immediately upon such modification. The Promoter shall also be entitled to carry out the amendment to the plan resulting in any addition / alteration to the existing floors due to additional FSI being available

or otherwise, provided that the said amendment has been intimated to the Allottee in advance at the time of entering into this agreement. In all other cases the Promoter shall seek prior consent of the Allottee, if such addition / alteration is adversely affecting unit allotted to the Allottee.

2. DESCRIPTION OF UNIT:

- 2.1 The Allottee hereby agrees to purchase from Promoter and Promoter hereby agree to sell to Allottee 'Unit No. admeasuring carpet area of _____ sq. mtrs on _____ floor' of _____ wing in Building _____ (the "**said unit**") marked in the floor plan appended as '**Annexure – 6**'. The said unit is more particularly described in "**Fifth Schedule**". In addition, the Allottee is entitled to enclosed balcony of _____ sq.mtrs, terrace of _____ sq. mtrs. being ancillary area (the "**additional area**") marked separately in the floor plan appended as '**Annexure-6**'. The aggregate of carpet area and additional area is the "**gross usable area**" totaling to _____ sq. mtrs available for use by the Allottee.
- 2.2 The fixtures, fittings and amenities to be provided by Promoter in the said unit are those that are set out in '**Annexure-8**'. Promoter shall not be obliged to accept or accede to any request from Allottee for making any changes in the amenities to be provided by Promoter.

3. CONSIDERATION

- 3.1 It is mutually agreed by and between the parties that consideration for sale of said unit shall be Rs. _____/- (Rupees in words _____ only) (the "**said consideration**"). The said consideration amount includes society formation charges and documentation charges but does not **include** the taxes and other statutory payments which are to be paid separately by Allottee. The Allottee is aware and accepts that the consideration between the parties as above is determined after passing on the benefit of credit of GST on the input cost to the Allottee.
- 3.2 The Allottee has negotiated the consideration herein above by offering to pay to the Promoter consideration in the following manner which has been accepted by the Promoter:

1) Booking and registration	10%
2) On Commencement of Plinth	10%
2) On Completion of Plinth	15%
3) On Completion of 1st Slab	10%
4) On Completion of 2nd Slab	10%
5) On Completion of 3rd Slab	10%
6) On Completion of 4th slab	10%
7) On Completion of 5th slab	10%
8) On Commencement of flooring and Tiling	05%
9) On Commencement of Internal/External Plaster	05%
10) On Commencement of Electrical/plumbing	03%
11) On Possession	02%
TOTAL	100%

3.1. Allottee hereby agrees to pay the escalation on said consideration on following grounds:

- a. Any increase on account of development charges payable to the competent authority
- b. Any other increase in charges which may be levied or imposed by the competent authority from time to time.
- c. Additional cost/charges imposed by the competent authorities,
- d. The Promoter may charge the Allottee separately for any upgradation/ changes specifically requested by the Allottee in fittings, fixtures and specifications and any other facility.

4. ADDITIONAL CHARGES:

The Allottee shall on or before delivery of possession of the said unit, pay to the Promoter further total amount of Rs. _____ on following account:

- (a) Proportionate share of taxes and other charges/ levies in respect of the society.

(b) Expenses towards water, electric and other utility and services connection charges.

(c) Expenses of electrical receiving and sub-station provided in layout.

5. MODE OF PAYMENT:

5.1 All payment shall be made by Allottee by drawing cheque/ DD in the name of "_____A/c No "_____ " in _____ Bank, _____ branch payable at Navi Mumbai or other account as Promoter may intimate subsequently to the Allottee. Allottee shall separately pay _____transfer charges, if any, and other statutory dues which may be levied from time to time.

5.2 Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of such deduction is made.

Provided that the receipt for the payment made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottee and the TDS certificate is received by Promoter from Allottee.

5.3 The Allottee has made a payment of Rs._____/ - (Rupees in words only) towards booking of the said unit along with the request letter dated _____ which has been adjusted against the consideration as mentioned hereinabove. In addition the Allottee has further paid Rs._____(Rupees in words only) upon execution of this Agreement.

5.4 Allottee has also paid Service tax and VAT/ GST as per prevalent rates and rules and regulations through separate cheque drawn in the name of "_____". Promoter hereby acknowledges the receipt thereof.

6. PAYMENT OF STATUTORY DUES AND TAXES:

6.1 In addition to the Consideration of said unit as above, the Allottee shall pay to Promoter any statutory taxes (as made applicable from time to time) like GST,

MSEDCL Deposit, water connection charges or any other charges, levy, tax, if any, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter, then the Allottee shall make over such payment to Promoter within Ten (10) days of notice of demand from Promoter.

6.2 The valuation report charges and other out of pocket expenses on this transaction shall be borne by the Allottee. Further, the Allottee shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty and registration charges. Promoter undertakes to make themselves available through authorized representative for purpose of registration at fifteen (15) workingdays notice from Allottee. The Promoter shall not be liable under any law for any delay, laches and / or negligence shown by the Allottee in presenting this agreement for registration before the competent authority. The Allottee indemnifies the Promoter against any claim, action, judgment, cost, charges, penalties that may arise on Promoter due to inaction or non compliance of obligation under this Agreement or under any other law.

6.3 The Allottees indemnify and keep indemnified the Promoter against any payment to be made to the concerned department on account of GST whether in present or in future.

7. NOTICE OF DEMAND

7.1 Upon the installment of consideration and other charges becoming due, Promoter shall issue a notice of demand giving at least fifteen (15) working days time from date of notice to Allottee for making the payment. The said notice of demand shall be accompanied by certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.

7.2 Notice of demand shall be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post at the address mentioned in notice clause of this agreement and such dispatch shall be treated as sufficient compliance from Promoter.

Thereafter Allottee shall be barred from claiming non receipt of the notice of demand.

- 7.3 Timely payment of all the above installments/amount on their respective due dates and any other sum payable under this agreement by the Allottee is the essence of this contract/Agreement. Constructive and physical possession of the said unit shall be handed over to Allottee by Promoter only upon receipt of all payments mentioned in this agreement.

8. DEFAULT BY ALLOTTEE:

- 8.1 Following shall deemed to be a default on the part of Allottee:

- (a) Default in making timely payment of sums due as mentioned in this agreement;
- (b) Creating nuisance on the site resulting in danger/damage to the said project, said land, threat to life;
- (c) Delay in accepting the possession of the unit within a period of two (2) months of intimation to take possession by Promoter;
- (d) Refusing/ delay in taking membership of said society.
- (e) Breach of any terms and conditions of this agreement;
- (f) Breach of any law or provisions thereto.
- (g) Obtain forceful occupancy/ possession of said unit before receipt of occupation certificate by competent authority.

- 8.2 The Allottee shall not be in default if he corrects/ remedies such breach within fifteen (15) days of notice from the Promoter to the Allottee as per clause 9.2.

9. TERMINATION OF AGREEMENT:

- 9.1 On the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Allottee agrees to pay to the Promoter interest at the rates prescribed under the RERA Rules on all the amounts which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter till date of

actual realization of payment. However such entitlement of interest shall not be deemed to be a waiver of Promoter's right to terminate this agreement as per the provisions of this agreement.

- 9.2 Without prejudice to the right of the promoter to charge interest in terms of sub clause 9.1 above, on the Allottee committing default as per clause 8.1 above and on the Allottee committing continuous default even after notice of termination, the Promoter shall at its own discretion, may terminate this Agreement.
- Provided that, Promoter shall give another notice of fifteen (15) days in writing to the Allottee, by registered post AD at the address provided by the Allottee of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter may terminate this agreement unilaterally.
- 9.3 Upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee the payments made by him till that date (subject to adjustment of 15% of payments received till that date as liquidated damages and service charge) such refund shall be issued within a period of thirty (30) working days of the registration of cancellation/ termination deed and expulsion of the Allottee from the membership of the society as per clause 9.4.
- 9.4 The Promoter shall also move for expulsion of the Allottee from the membership of the society as per by laws of the society, and submit a copy of termination notice to such society. No separate consent of Allottee will be required for such expulsion.
- 9.5 Upon termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the unit to such person and at such price as the Promoter may in his absolute discretion think fit.
- Provided that in the event of default as above the Allottee shall not raise any objection to termination made by the Promoter and that Promoter is authorized to unilaterally register the cancellation deed with the registrar *suo-moto* without any recourse to the Allottee.

9.6 The Promoter is not liable to refund the taxes and other statutory charges collected from the Allottee till the date of termination of the agreement.

9.7 The Promoter may at its own option also approach the authority under RERA for seeking appropriate order for cancellation of this agreement.

10. DECLARATION BY THE PROMOTER

Promoter hereby declares as follows:

10.1 Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Competent Authority and the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Allottee, apply to the concerned local authority for occupation and completion certificate in respect of the unit and obtain the said certificate as per the provisions of law.

10.2 The Promoter will not be liable for any delay caused by 'Maharashtra Electricity Distribution Co. Ltd.' defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or such other service connections necessary for occupying the said unit. The Allottee hereby indemnifies the Promoter from any claims made for delay on the above count.

10.3 That the Promoter would be entitled to put up sign boards, signages, neon sign boards displaying its name in any part of the project like terrace, common area and garden etc. The said board would be maintained by the Promoter at its own cost till the land is conveyed to the association of Allottees. The said board would not contain any information which is false or misleading. The Allottee shall not raise any objection to said boards or create any nuisance or hurdle in putting and maintaining said boards.

10.4 That the Promoter is entitled to use different design, brand, shape, size and colour material than that mentioned in the amenities Annexure-8 in the event the supply

of promised material is withdrawn by the supplier or for any other reason. The Promoter undertakes and assures that it will use only good and standard quality material and close to the quality of material and of such specification as mentioned in the list of amenities.

10.5 That the Promoter in the near future shall provide right of way and access to the adjoining lands from the said entire project. Such access shall be used by the Municipal Corporation or the adjoining land owners and by the Allottees of the adjoining land. The details of right of way and access to road have been verified by Allottee and thereby have given consent thereto.

10.6 The carpet area of the said Unit which is proposed to be constructed in the said building is approximate _____ sq. mts., however the actual carpet area of the may vary up to 3% due to design and construction exigencies and therefore, the Promoter shall confirm the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the said building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three) percent. In the event of there being difference of more than 3% between the actual carpet area of the said Unit from the carpet area as mentioned herein at the time of the offering the possession of the said Unit, then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Allottee agrees to pay the differential amounts, if the area is increased beyond 3% within forty five (45) days of such demand being made by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money (without any interest) paid by Allottee within forty-five days from such demand being made by the Allottee. If there is any increase in the carpet area of the said unit allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan or thereafter as the case may be and the Allottee shall pay such additional amounts within a period of forty five (45) days from the date of such demand being made by the Promoter. However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said Apartment and the carpet area as mentioned herein is less than or equal to 3%.

10.7 If any structural defects of workmanship quality or provision of service is discovered within five years of handing over the possession of the said unit to Allottee, then, wherever possible such defects shall be rectified by the promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the promoter, compensation for such defects in the manner as provided under the Act. This warranty is applicable only if after occupying the unit the Allottee maintains the unit in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damaging the columns and/ or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association, this warranty shall stand lapsed. Further, in the following cases where the Allottee (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Allottee and/or its tenants load heavy luggage in the lift (iii) Damage any portion of the neighbour's unit or common area by drilling or hammering etc. and (iv) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoters shall not be invocable.

11. DECLARATION BY ALLOTTEE:

Allottee hereby declares as follows:

- 11.1 Allottee has verified the documents including title search report and is satisfied that the Promoter has absolute, clear, developable and marketable title to the said land so as to enable it to convey the lease of said land to the said society.
- 11.2 Allottee shall not in any case interfere with the development activity undertaken in respect of said project and also more particularly for the said unit.
- 11.3 Allottee is eligible and entitled to Purchase the said unit and Allottee hereby assure, undertake and guarantee that the Allottee shall use the said unit or any part thereof

or permit the same to be used for purpose of permitted use. Allottee shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or sub division of such common area.

11.4 If Allottee wishes to make a site visit before possession, prior written permission from Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to Allottee or to any of his family members or friends.

11.5 Allottee shall make timely payment of the demand raised by Promoter. In case of default in payment, the Allottee shall remedy the default within the period prescribed in this agreement. The Allottee shall not object to the cancellation of this agreement if the default continues.

11.6 The Allottee assures and undertakes that he will not raise objection or obstruct any other Allottee from using the amenities provided and will not challenge or dispute the amenities sharing agreement entered into by with Promoters of adjoining Land-2, Land-3 and Land-4.

11.7 The Allottee further assures and undertakes that he will not raise any objection or obstruct right of way and access to the adjoining lands from the said entire project which shall be used by the Municipal Corporation or the adjoining land owners and by the Allottees of the adjoining land.

11.8 The Allottee has relied upon the advertisement placed by the Promoter on or after the 1st May 2017 while deciding to seek allotment of the said unit in the project.

11.9 The Allottee shall obtain “No Objection Certificate” and “No Dues Certificate” from Promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said project or before possession of said unit to Allottee whichever is later. Without obtaining the said certificates any document executed by Allottees in the name of third party shall be treated as ‘void-ab-initio’.

12. DATE OF POSSESSION AND FORCE MAJEURE:

12.1 Promoter shall give possession of the unit to the Allottee on or before _____ date subject to receipt and realization of all amounts payable by the Allottee under this Agreement and receipt of all approvals from competent authority. After the Allottee has fulfilled all his obligations under this Agreement if the Promoter fails or neglects to give possession of the said unit to the Allottee on account of reasons other than the reasons prescribed in this agreement, then subject to written demand from the Allottee and execution of cancellation deed of allotment of said unit, the Promoter shall be liable to refund to the Allottee the amounts already received by him in respect of the said unit with simple interest at the rates prescribed under the RERA Rules, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that until the entire amount and interest thereon is refunded to the Allottee by the Promoter, the Allottee shall subject to prior encumbrances if any, have a charge on the said unit.

12.2 That the Promoter is entitled to reasonable extension of time for giving possession of unit on the aforesaid date, if the completion of building in which the unit is to be situated is delayed on account of court / authority staying either in full or in part any part of the construction / development on the said land, non availability of construction material, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the said project, or for delay in supply of electricity and/or water by concerned government departments or for any other justifiable reason or circumstances.

12.3 The Allottee shall take possession of the said unit within two (2) months from the date of receipt of Occupancy Certificate in respect of said project. The Allottee must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said unit and also become member of the society by executing relevant documents.

12.4 On getting the occupancy certificate, the Promoter may handover possession of the said unit to the Allottee even though electricity and water supply have not commenced by the respective competent authorities. The Allottee shall not raise

any claim/ demand on the Promoter for the delay in getting the supply of electric and water. On the Promoters offering possession of the said unit to the Allottee, the Allottee shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

13. RESERVATION FOR PARKING :

- 13.1 Allottee has vide request letter dated _____, requested for reservation of one covered parking (the “***parking***”) to be used to park its motor vehicle. Accordingly, Promoter hereby reserves one parking for exclusive use of Allottee. The parking is subject to final building plan approved by the corporation at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan.
- 13.2 Allottee shall not be allowed to allot/transfer/let-out said parking to any outsider/visitor i.e. other than the unit Allottee of said unit.
- 13.3 Allottee shall keep the said parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.
- 13.4 The said parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.
- 13.5 The society shall finally ratify the reservation of such parking in its first meeting at the time of handover by the Promoter.

OR

- 13.1 Allottee has vide request letter dated _____ informed the promoter that he/she does not require any parking space in said project. Accordingly, no reservation of parking is made against said unit.
- 13.2 Allottee undertakes, assures and guarantees not to claim any parking space in said project in future, nor raise any objection to use of parking by other Allottees.

14. FORMATION OF SOCIETY:

14.1 Each building in said entire project shall have separate Society and each of the society shall become the member of the confederation of all societies under “_____”. The Promoter shall apply for the formation and registration of a Society as “**SAI SHANTI PARK_____Co-operative Housing Society**” (the “**said society**”) within the prescribed time limit under the MAHA RERA. The Allottee shall for this purpose from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of said society and for the becoming a member, including the bye-laws of the said society. These documents duly filled in and signed shall be returned to the Promoter within seven (07) working days of the same being forwarded by the Promoter to the Allottee, so as to enable Allottee to become a member of the society. Any delays in signing and handing over of documents by the Allottee to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

14.2 The Allottee shall be expelled from the said society if the Allottee defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from Promoter shall be sufficient document.

14.3 That when all the six buildings are completed and the said entire project stands complete in all respects and occupancy certificate is received for all six buildings, a separate confederation of societies shall be formed and each of the society shall become the member of the said confederation. The said total land shall be conveyed to the said confederation.

14.4 That when the confederation of all the Lands (Land-1 , Land-2, Land-3 and Land-4) are formed a separate amenity entity (“**amenity entity**”) shall be formed wherein the said entity shall maintain the amenities in all the projects and shall also be responsible for collection of maintenance charges from the confederations so formed.

15. AMENITY SHARING AND MAINTENANCE:

15.1 The Allottee understands that the Promoters of said entire land are developing the said entire land in phases. The amenities sanctioned and proposed will be used by

all the Allottee of development on the said entire land. The Allottee here will not claim exclusive right over such amenities.

15.2 In addition to the amenities sanctioned and shown in the layout plan appended as **'Annexure-4'**, the Promoter may develop the proposed amenities in future. The Allottee here would also be entitled to use such amenities which are proposed and not yet sanctioned if and when developed in terms of this agreement.

15.3 The amenities and the amenities land would be conveyed to a separate "**amenity entity**" after entire development on said entire land is done. Atleast one person from each society on the said entire land shall represent the respective society. Such amenity entity would maintain the amenities by collecting contribution from each society on the said entire land who shall contribute for the maintenance of the amenity space as decided then by the societies jointly.

15.4 The Allottee understands that the amenities will be developed in phases and hence use of such amenities may not be available immediately on possession of unit or formation of society or at the time of conveyance of respective land to the confederation. The amenities will be developed by Promoter as and when sanctioned. The Promoter reserves his right to alter, modify and shift the proposed amenities on any location in the said total land and Allottee consents to it. However, the Promoter will not alter, modify and shift the sanctioned amenity shown in the layout of the said total land.

15.5 The Allottee shall contribute for maintenance of amenity to the Promoter which is made available from time to time. The Promoter for this purpose shall form the amenity maintenance entity and the Allottee undertakes to contribute his share in a timely manner and without raising any objection.

16. CONVEYANCE AND HANDOVER OF THE BUILDING:

16.1 The Promoter shall within_____ (months) of the formation of said society and upon receipt of complete amount of the said consideration from all Allottee therein and upon the receipt of the occupancy certificate of the said building cause to handover the building in the favour of the said society.

16.2 The Promoter shall convey the said total land to the confederation within _____(months) OR _____(date) of the last building receiving the Occupancy Certificate whichever is later.

16.3 The amenities proposed to the Allottees in the entire project shall be conveyed to the amenity entity after all the confederations are formed in Land-1 to Land-4 and all the lands are conveyed to respective confederations.

16.4 The charges, costs expenses for conveyance of said total land shall be borne by the confederation and/or Allottee in proportion to his gross usable area and that the confederation/Allottee shall come forward to accept conveyance of the said total land in the name of the confederation formed within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the confederation after Occupancy certificate.

17. SOCIETY MAINTENANCE CHARGES:

17.1 Commencing a week after notice in writing is given by the Promoter to the Allottee that the said unit is ready for use and occupation, irrespective of the Allottee taking the possession of the said unit, the Allottee will be liable for proportionate share of outgoings in respect of said land for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the said unit plus the additional area attached to the said unit i.e. gross usable area vis a vis total gross usable area of said project.

17.2 The Allottee shall pay to the Promoter at the time of possession, advance maintenance for twelve months aggregating to Rs. _____/- (Rupees_____ In Words Only) alongwith Service Tax/GST as "common maintenance charges" for the upkeep and maintenance of the said Project building. The Allottee shall draw cheque/ Demand Draft/ Managers Cheque in the name of " _____" maintained in _____(bank) Branch

_____ (the "**said bank account-1**"). The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the society as aforesaid.

17.3 After the formation of the society the Allottee shall bear and pay monthly maintenance charges directly to the society.

18. FEDERATION CHARGES:

18.1 In addition to the advance maintenance of the said Project, the Allottee shall also pay to the Promoter in advance _____ post dated cheques (**PDC's**) for an amount of Rs. _____/- (Rupees _____ only) each for initial period of _____ years towards the common maintenance charges like electricity of common areas, security, property tax, maintenance of common areas, salaries for areas other than for society as above (the "**federation charges**") until conveyance of said total land is executed in favour of the confederation. The Allottee shall draw cheque/ Demand Draft/ Managers Cheque in the name of "**_____**" maintained in _____ (bank) _____. (the "**said bank account-2**"). The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of said total land is executed in favour of the confederation as aforesaid. The Allottee shall ensure that the above PDC's are cleared on their respective dates. In the event of default the Allottee shall be liable to pay interest at the rates prescribed under the RERA Rules, for the period of default.

18.2 The Allottee shall pay such contribution as mentioned in 17.2 and 18.1 above at the time of taking possession and shall not withhold the same for any reason whatsoever.

19. UNSOLD UNITS IN SAID PROJECT:

19.1 Promoter shall be inducted as a member of said society for unsold units upon conveyance of said total land to confederation.

19.2 Promoter shall be entitled to sell the unsold units in said project without any separate permission or consent of society and the members of society. The prospective Allottee of such unsold units shall be inducted by the society as

members and no objection shall be raised either by existing members or the society.

19.3 Allottee or society shall not be entitled to demand any transfer charge for the transfer of unsold unit by the Promoter to prospective Allottees.

19.4 Promoter shall also be entitled to parking reserved for the unsold units and the society or Allottee shall not stake claim on such parking.

19.5 Promoter shall be entitled to mortgage the unsold units of the said project with the financial institutions without any separate NOC from society or the members of confederation.

19.6 Promoter is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

20. POST POSSESSION OBLIGATION OF THE ALLOTTEE

Allottee himself/themselves with intention to bring all persons into whosoever hands the said unit may come, hereby covenant with the Promoter as follows :-

(a) To maintain the said unit at Allottees own cost in good tenantable repair condition from the date of possession of the said unit is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned 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 concerned local or other authority and shall not try or caused to be ried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said unit is situated. In case any damage is caused to

the building in which the said unit is situated, on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- (c) To carry out at his 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 Promoter to the Allottee and shall not do or suffering to be done anything in or to the building in which the said unit is situated or the said unit which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public 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 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 cause damage to columns, beams, walls, slabs or RCC or other structural components in the said unit without the prior written permission of the Promoter and/ or the said society, as the case may be.
- (e) Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said unit is situated or any part thereof or whereby any increased 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 property and the building in which the said unit is situated.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said unit by the Allottee other than specified in this agreement.

- (h) Allottee shall not let, sub-let transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said unit unless it has obtained a 'No Dues Certificate' letter from Promoter. The Promoter shall issue such Certificate if all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has requested in writing to the Promoter. Any transaction of let, sub-let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter shall be void-ab-initio. The Allottee shall obtain such permission from said society after the leasehold right of said total land is conveyed to the said confederation.
- (i) Allottee shall observe and follow all the rules and regulations which the said society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said units therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. The Allottee shall also observe and follow all the stipulations and conditions laid down by the said society regarding the occupation and use of the said unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.
- (j) Till a conveyance of said total land and all building in the said entire project is executed the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof, but only after prior notice.

21. REGISTRATION OF THIS AGREEMENT:

- 21.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit unless all amounts as agreed upon in this agreement is paid by the Allottee to the Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Allottee shall have no claim save and except in

respect of the said unit hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said land and the building thereon is conveyed to the said society.

21.2 Allottee shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

22. NOTICE:

22.1 All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee and the Promoter, by Registered Post A.D. at his/her address specified below :-

Address of Allottee:-

Address of Promoter:-

AND upon handing over of the possession of the said unit to the Allottee under this agreement, all the notices on the Allottee shall be served at the address of unit handed over to the Allottee under this agreement.

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

23. ALLOTTEE UNDERTAKING:-

23.1 The Allottee/s undertake hereby gives his/her/their express consent to the Promoters to raise any loan against the said land and/or the said buildings under

construction and to mortgage the same with any bank or bankers or any other financial institutions/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses on or before the conveyance of said total land.

23.2 It is clearly understood and so agreed by the Allottee that all the provisions contained herein and the obligations arising hereunder in respect of said project shall equally be applicable to and enforceable against any subsequent Allottees of the said unit, in case of a transfer, as the said obligations go along with the said unit for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in delay in making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.

24.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24.3 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

25. BINDING EFFECT:

The recitals herein before constitute an integral part of this Agreement and are evidencing the intent of the parties in executing this agreement, and describing the circumstances surrounding its execution. Said recitals are by express reference made

a part of the covenants hereof, and this agreement shall be construed in light thereof. The Schedules, Annexures and payment receipt shall be construed as an integral part of this agreement.

26. MATERIAL ADVERSE CHANGE/ CONDITION:

In case of material adverse change in any of the parameters in the said project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

27. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

27.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied

for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

28. INVESTOR CLAUSE

The Allottee has purchased the said Unit as an Investor. The Allottee intends to sell the said unit within a period of one year from the date of this Agreement. In the event the said Unit is sold within one year then the Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 2015. Without prejudice to the Allottees right as an Investor, the Allottee may continue to hold the said Unit like any other Allottee if he does not sell it within one year.

29. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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.

30. FURTHER ASSURANCES

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

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

32. ENTIRE AGREEMENT

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

33. JURISDICTION

All disputes concerning this agreement shall be subject to the jurisdiction of courts in Mumbai.

34. RIGHT TO AMEND

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

FIRST SCHEDULE

“SAID TOTAL LAND”

All the piece and parcel of Land no-1 bearing survey no.153/1 Hissa No.1 admeasuring 9688sq.mtrs and thereabouts situated at Village Pisarve, Taluka Panvel, District Raigad Navi Mumbai within the registration district and sub-district of Panvel-Raigad bounded as under:

North:

West:

South:

East:

SECOND SCHEDULE

“AMENITIES”

List of Amenities to be provided in the “Amenities Land”

SR.NO	ITEMS
1	Club House with Gymnasium

2	Kids Play Area
4	Senior Citizen Sit outs
5	Temple
6	Badminton play area
7	Rain Water Harvesting

THIRD SCHEDULE

“SAID ENTIRE PROJECT”

Phase	Building Name	Floors
I	Asha(‘A’ Wing, ‘B’ Wing & ‘C’ Wing)	G+4
	Akanksha(‘A’ Wing & ‘B’ Wing)	G+4
II	Anand(‘A’ Wing, ‘B’ Wing, ‘C’ Wing & ‘D’ Wing)	G+4
III	Ananya(‘A’ Wing & ‘B’ Wing)	G+4
IV	Aaradhya(‘A’ Wing & ‘B’ Wing)	G+4
V	Aaradhya(‘C’ Wing & ‘D’ Wing)	G+4

known as **SAI SHANTI PARK** utilizing 12815.814 sq.mtrs of Floor space index out of the available 12836.60 sq.mtrs situated at Village Pisarve, Taluka Panvel, District Raigad Navi Mumbai within the registration district and sub-district of Panvel-Raigad bounded as under:

North:

West:

South:

East:

FOURTH SCHEDULE

“SAID PROJECT”

Building (name) _____ consisting of _____residential units and ____commercial units consuming FSI of _____ sq. mtrs. out of total available _____sq. mtrs. on the specific portion of said total land highlighted in yellow colour in layout plan of said total land appended as Annexure – 1 situated at Village Pisarve, Taluka Panvel, District Raigad Navi Mumbai bounded as under:

On or towards the North by:

On or towards the West by:

On or towards the South by:

On or towards the East by:

FIFTH SCHEDULE

“SAID UNIT”

Flat No. “_____” of carpet area admeasuring _____sq. mtrs. on _____ floor of ____ wing in Building “_____” . In addition, the Allottee is entitled to enclosed balcony of _____sq.mtrs, terrace of _____ sq. mtrs. being ancillary area (the “**additional area**”) which is to be constructed in the said Project on the said land situated at Village Pisarve, Taluka Panvel, District Raigad Navi Mumbai.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE
DAY, MONTH AND YEAR FIRST ABOVE WRITTEN**

SIGNED SEALED AND DELIVERED)
by the within named Developer/Builder)

MARVEL LIFE SPACES)
 through its Partner)
Pankaj ShankarlalBhanushali,)
 through any one of its Constituted)
 Attornies, for admitting execution)
 Jayesh PremjiBhanushali/)
 Mangesh Ramchandra Davande/)

Suresh HaribhaiBhanushali)
in the presence of:)

- 1.
- 2.

SIGNED SEALED AND DELIVERED)
by the within named Allottee,)

1) (Allottee 1)
PAN :-

2) (Allottee 2)
PAN :-

in the presence of:)

- 1.
- 2.

RECEIPT

Received with thanks from Allottee Shri/ Smt _____Adult, and Indian Inhabitant, residing at _____has paid a sum of Rs. _____/- (Rupees in _____ words only) as part payment on execution hereof as per terms & conditions of this Agreement for Sale of Unit No. _____, on Floor in the Building “ _____”, in the project known as “SAI SHANTI PARK” to be constructed on all piece and parcel of land bearing survey no.153/1 Hissa No.1 admeasuring to 9688 sq.mtrs and thereabouts situated at Village Pisarve, Taluka Panvel, District Raigad Navi Mumbai

Date	Cheque No.	Bank Name	Cheque Amount
Total			

The receipt is subject to realization of Cheques and receipt of TDS Certificate.

Date: _____

Place: Navi Mumbai

For, M/S. MARVEL LIFESPACES

Partner/s

List of Annexure:

- 1) Layout of said total land(Plot 1)
- 2) 7/12 extract of said total land(Plot 1)
- 3) Commencement Certificate
- 4) Layout plan of said entire land (44700 land)
- 5) Title Certificate
- 6) Floor Plan
- 7) Registration Certificate
- 8) Amenities to be provided in the unit