



Sai Prasad Enterprises

Sai Prasad Arcade, 304, 3rd Floor, Plot No. 02, Sector - 7, Above Axis Bank,
Kamothe, Navi Mumbai - 410 209. Tel.: 022- 6516 8009 / 6510 2622



Date:

To,

Allottee

Dear Sir/ Madam,

Ref: Your request letter dated _____ for Reservation of Unit no. _____, on _____ floor, admeasuring carpet area of _____ sq. mtrs with additional area as mentioned in clause No 1 (a) to (g) in Building no _____, in the project known as "SAI PRASAD GARDEN" phase 1, situated on 3761sqmtrs (Phase-1 land) being the part and portion of land bearing plot no 1-29, Survey no. 4/2 ,Total admeasuring to 10470 sq. mtrs and thereabouts, situated at Village Newali, Taluka Panvel, District Raigad, Maharashtra.

1. We are in receipt of the captioned letter from you wherein you have stated that you have perused the approved Plans, title search report of said land, title certificate, title documents, revenue records, development permissions and other documents evidencing the approval of project by competent authority, registration certificate bearing no _____ under RERA and Architect's Certificate certifying the area of unit, and draft "Agreement for sale" terms of which have been accepted by you in toto. After detailed discussion and negotiation you have requested us to reserve for you Unit No. _____, admeasuring carpet area _____ Sq. Mtr. on _____ floor, in the building No _____, within the said project known as " Sai Prasad Garden Phase-1" and other usable area(additional) attached to unit and allotted without any monetary considerations are as follows:

- (a) _____ Sq.mtr. of carpet area under enclosed balcony,
- (b) _____ sq.mtr of carpet area under open balcony
- (c) _____ sq.mtrs of carpet area under Cupboard

- (e) _____ Sq.mtr of carpet area under Weather Shed,
 (f) _____ Sq.mtr of carpet area under open Terrace (Projected),
 (g) _____ Sq.mtr of carpet area under Terrace (Natural)

(the "unit") against a consideration of Rs. _____/- (Rupees in words _____ only) (excluding all other charges to procure services, taxes, stamp duty, development charges, fees etc) to be paid as per the specific payment schedule offered by you (the "consideration").

2. Now upon your request and after considering the payment schedule offered by you we are pleased to reserve for you the said unit, for said consideration the following preliminary terms & conditions.
3. The consideration for the Unit shall be paid by you in the following manner, time being essence of contract:

Payment Schedule

Sr.No	Particulars of Work	%
1	Booking and registration	10%
2	On Commencement of Construction work	5%
3	On Completion of Plinth	25%
4	On Completion of 1 st R.C.C Slab Work	9%
5	On Completion of 2 nd R.C.C Slab Work	7%
6	On Completion of 3 rd R.C.C Slab Work	7%
7	On Completion of 4 th R.C.C Slab Work	7%
8	On Completion of Brickwork	7%
9	On Completion of Plastering work	6%
10	On Completion of Tiling work & plumbing work	6%
11	On Completion of Electrical & Painting work	6%
12	On handing over possession	5%
	Total	100%

Apart from the above, you shall pay an amount of Rs. _____/- on account of GST, an amount of Rs. _____/- (the "*statutory taxes*"). Apart from the above, you shall also pay Stamp duty and Registration charges as applicable and Rs. _____/- on account of legal and documentation charges (the "*procedural charges*"). Statutory charges and procedural charges shall be paid by you within 30 days from the date of this letter. The said consideration as above is determined after paying on the benefit of credit of GST on the input cost to you.

4. You shall pay any statutory taxes, any additional rate of statutory taxes, GST, additional stamp duty and additional registration charges on consideration as may be applicable from time to time.
5. In addition to above said unit consideration amount and taxes You have to pay the following charges in account of as mentioned below as and when it becomes due and payable and within 7(seven) days on demand made by us (the promoter). In any case you have to pay charges on or before delivery of possession of the said unit.
 - (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.
 - (d) Development charges,
 - (e) Club Membership Charges
 - (f) Society land conveyance & registration charges
 - (g) Advance maintenance charges towards unit, towards Federation, said total land and towards chargeable amenities or facility.
6. You shall obtain the mutually approved draft copy of the "Agreement for sale" from our office and shall take immediate steps to get the same duly stamped under the Stamp Act and registered under the Registration Act, 1908. We undertake to make ourselves available through authorized representative for purpose of registration at

the notice of fifteen (15) days from you. We shall not be liable under any law for any delay, laches and / or negligence shown by you in presenting the "Agreement for sale" for execution and registration before the competent authority.

7. We shall be entitled at our discretion to terminate this reservation in the event of you committing default in payment on due date of any amount due and payable by you to us under this reservation (including your proportionate share of taxes levied by competent authority and other outgoings) and on you committing breach of any of the terms and conditions herein contained.
5. That upon termination of this reservation, we shall deduct cancellation charges of a sum of Rs. _____/- (Rupees in words _____ Only) from the booking amount received.
6. We shall at our discretion, be entitled to charge to you interest at the rates prescribed under the RERA Rules on all the amounts which become due and payable by you under the terms of this agreement from the date the said amount is payable till the date the amount is actually paid. However such entitlement of interest shall not be deemed to be a waiver of our right to terminate the agreement as per the provisions of the agreement.
7. We may allow the occupation of the said unit to you only after receiving the entire amount of consideration, all other receivables and after necessary documentary compliance from your side.
8. You shall use the units strictly for the purpose for which it is allotted. No change of user will be permitted except by the competent authority. You agree that you will not transfer/ assign the benefits of this reservation without our previous written consent. Any transfer/ assignment without our written permission will be void – ab – initio.
9. You agree to sign all applications, papers and documents and do all such acts, deeds and things as we may require for safe guarding the interest in the said project.

13. In case you require a site visit, prior written permission from the undersigned is necessary. We will not be responsible for any accident or mishap that may happen on site either to you or to any of your family members or friends.
14. In respect of any amount remaining unpaid under this Reservation including taxes on consideration, we will have a first lien and charges etc.
15. Nothing in this letter will be deemed as demise of any right, title and interest in the said unit or the property. This reservation merely entitles you to enter into an "Agreement for Sale" at a future date upon payment of agreed consideration as per the payment schedule mentioned herein above.
16. It is also agreed and understood that this reservation letter will stand overridden by executed and registered "Agreement for sale" in respect of said unit.

For **M/s SAI PRASAD ENTERPRISES**

Shri MANSUKH TEJABHAI TIMBADIA

Authorised Partner

We hereby confirm the terms and conditions of this letter.

NAME OF ALLOTTEE/S	SIGNATURE
1) Mr/Mrs _____ _____	1)
2) Mr/Mrs _____ _____	2)

3) Mr/Mrs _____

3 _____

WITNESSES

(1) _____

(2) _____

RECEIPT

RECEIVED with thanks of and from the within named Shri/ Smt _____ prospective Allottee a sum of Rs. _____/- (Rupees _____ - only) through cheque No. _____, drawn on _____ bank dated _____ towards reservation amount and Rs. _____/- (Rupees _____ - only) through cheque No. _____, drawn on _____ bank dated _____. Towards GST

M/S SAI PRASAD ENTERPRISES

Shri MANSUKH TEJABHAI TIMBADIA

Authorised Partner

THE RECEIPT IS SUBJECT TO REALIZATION OF CHEQUES

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at **NEWALI, TAL. PANVEL, DIST. RAIGAD**, on this _____ day of _____ **TWO THOUSAND AND** _____

BETWEEN

M/S. SAI PRASAD ENTERPRISES, a registered Partnership Firm (**PAN: AATFS 5355 D**), having its address at Shop No-5, Magnum Apartment, Plot No-11A, Sector No-11, Near Miraj theater, New Panvel (E) , Tal. Panvel, Dist. Raigad, Pin 410206. through its authorised Partner **SHRI MANSUKH TEJABHAI TIMBADIA** (the “*Promoters*”), (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

(1) **MR/MRS** _____, age _____ years,
PAN No. _____ (2) **MR/MRS** _____,
age _____ years, PAN No. _____, (3) **MR/MRS** _____,
_____ age _____ years, PAN No. _____ having
his/her/their address at _____

_____.(the ‘**Allottee/s**’) (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executers, administrators and assigns) of the **OTHER PART**.

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

WHEREAS

- A) Vide Sale deed dated 20.02.2007 the Promoter purchased land bearing [1] Survey/Hissa No. 5/2, adm. 0H – 29Are – 2Pt., [2] Survey/Hissa No. 5/6, adm. 0H – 24Are – 75Pt., [3] Survey/Hissa No. 5/7, adm. 0H – 09Are – 0Pt., [4] Survey/Hissa No. 9/6+7, adm. 0H – 19Are – 3Pt., [5] Survey/Hissa No. 9/9, adm. 0H – 01Are – 0Pt., [6] Survey/Hissa No. 9/10, adm. 0H – 01Are – 0Pt., [7] Survey/Hissa No. 9/13, adm. 0H – 15Are – 0Pt., Collectively admeasuring 0H – 98Are – 4Pt equivalent to 9840 sq.mtrs., and thereabouts situated at Village Newali, Tal. Panvel, Dist. Raigad within Jurisdiction of Talathi Saja Aasudgaon, Sub Registrar of Assurances at Panvel, Dist. Raigad (the “**land-1**”) from the owner M/s. Amol Real Estate Private Ltd, represented by director Shri Raju Dayaram Thakar. The said sale deed dated 20.02.2007 is duly registered with Sub Registrar of Assurances Panvel under registration no. PVL/3/01850/2007.
- B) Vide N.A order dated 03.08.2006 passed by District Collector of Raigad bearing ref no *vkns'k dz- e'kk@,y,u,@1 @izdj.k ua- 166@2006 fnukad% 03@08@2006* and vide letter dated 02.08.2006 issued by Assistant Director Town Planning Alibaug bearing ref no. *vafrejs[kkadu@ekS- usokyh@rk- iuosy@l- dz- 5]9@fg- dz-¼loZ iSdh½@1980* the above mentioned Land-1 was subdivided into twenty nine (29) plots.
- C) Vide Sale deed dated 20.02.2007 Shri Mansukh Tejabhai Timbadia partner of M/s SAI PRASAD ENTERPRISES purchased a land bearing survey no.4, Hissa no.2 admeasuring 630 sq.mtrs and thereabouts situated at Village Newali, Tal. Panvel, Dist. Raigad within Jurisdiction of Talathi Saja Aasudgaon, Sub Registrar of Assurances at Panvel, Dist. Raigad (the “**land-2**”) from owner Shri Raju Dayaram Thakar. The said sale deed dated 20.02.2007 is duly registered with Sub Registrar of Assurances Panvel under registration no. PVL/3/01846/2007.
- D) Vide Deed of Conveyance and Power of attorney dated 14.11.2008 Shri Mansukh Tejabhai Timbadia partner of **M/s SAI PRASAD ENTERPRISES** purchased a land bearing survey no.4, Hissa no.3+8 admeasuring 1570 sq.mtrs and thereabouts situated at Village Newali, Tal. Panvel, Dist. Raigad within Jurisdiction of Talathi Saja Aasudgaon, Sub Registrar of Assurances at Panvel, Dist. Raigad (the “**land-3**”) from owners [1] Shri Keshav Undrya Kathara, [2] Shri Tukaram Undrya Kathara, [3] Shri Vithal Undrya Kathara, [4] Smt. Yamuna Shantaram Pethkar, [5] Smt. Yogita Undrya Kathara, [6] Smt. Phashibai Undrya Kathara. The said Deed of Conveyance dated 14.11.2008 is duly registered with Sub Registrar of Assurances Panvel under registration no. PVL/1/08277/2008 & 959/2008.
- E) The Owner **Shri Mansukh Tejabhai Timbadia** of the said above Land-2 and land-3 consented and agreed to vest his entire share of Land-2 and Land-3 to be amalgamated and merged with the Promoter firm **M/s. SAI PRASAD ENTERPRISES** and

consented for allotment, sale of units, flats by the Promoter firm and accept sale consideration and expenses for development or any taxations in the name of **M/s. SAI PRASAD ENTERPRISES**.

- F) The above said land-1, land-2 & land-3 totally admeasuring **12040sq.mtrs** and thereabouts is collectively referred to as (the "**said original land**"). A layout of the said original land is appended hereto as "**Annexure-1**". A copy of 7/12 extract of said original land is appended hereto as "**Annexure-2**".
- G) Vide order dated 22.09.2015 bearing Ref. No. e'kk@,y~- ,u~- , -1¼c½ @ ,l-vkj-33@2014@iz-dz-05@2014 ftYgkf/kdkjh jk;xM ;kaps dk;kZy;] vfyckx] fnukad% **22@09@2015** issued by Collector of Raigad and approval to the building plan granted by Assistant Director Town Planning Alibaug vide bearing Ref. No. fo'ks"k@cki@ekS- usokGh@rk- iuosy@l-ua-5@2 o brj@1588 fnukad% **03@07@2015**, the Promoter has obtained Commencement Certificate and Development permission approving the building plan for the construction of buildings No.1 to 14 having stilt + three(03) upper floors (the "**said buildings**"). A copy of the said Commencement Certificate dated 22.09.2015 cum N.A. order is appended hereto as "**Annexure-3**".
- H) Accordingly, the Promoter has commenced construction of four buildings being building nos. 1 to 4 on part of said original land which is separately marked in layout of said original land annexed as Annexure-1. By virtue of notification issued by Navi Mumbai Airport influence Notified Area Authority (the "**NAINA**"), the said NEWALI village comes under the NAINA and subsequently NAINA has carved out the proposed development plan (DP) for the entire area and in the above said DP plan Land-3 as mentioned above bearing Survey No.4 Hissa No. 3+8 has been partially affected by the DP road of NAINA.
- I) Due to partial DP road reservation on the said land -3, building no- 14 is affected by the NAINA DP road reservation hence the Promoter decided not to develop said land-3 and thereby not to construct the said Building No.14. The Promoter has decided to develop the balance land -1 & land - 2 by obtaining fresh development permission if necessary from new competent authority of NAINA for the balance land and balance buildings. NAINA rules also mandate obtaining fresh permission for building no. 5 to 13 with suitable modification.
- J) The said above land-1 and land-2 shall be collectively referred to as (the "**said total land**") admeasuring **10,470 sq.mtrs** and thereabouts. The said total land is more particularly described in "**First Schedule**".

- K) In accordance with the development permission and sanctioned plan dated **22.09.2015** granted by Collector, the Promoter is entitled to construct building No 1, 2, 3 & 4 residential buildings of (Stilt + 3) upper floors on the land area admeasuring **3761 sq.mtrs** or thereabouts being the part and portion of said total land(herein after referred to as the "**said phase-1 land**") (the "**said project**"). The said phase-1 land is more particularly described in "**Second Schedule**" and the said project is more particularly described in "**Third Schedule**" utilizing FSI **1677.713 sq.mtrs** out of total available FSI of **3761 sq.mtrs** from the Said phase-1 land (hereinafter said project known as "**SAI PRASAD GARDEN**" Phase-1).
- L) The balance portion of said total land admeasuring area 6709 sq.mtrs and thereabouts (said phase -2 land) shall be developed by the Promoter in future by utilizing balance FSI of **2083.287 sq.mtrs** of phase-1 land and the available FSI of **6709sqmtrs** of said phase -2 land and the Promoter shall also apply for revised Development permission and amended commencement certificate before NAINA authority which has become competent authority now replacing Collector. The development of phase-2 land on which Promoter intends to construct 9 other residential buildings along with the sanctioned amenities shall be the Phase-2 of the development process. The entire project consisting of 13 residential buildings along with the sanctioned amenities standing on above said total land shall be always known as "**SAI PRASAD GARDEN**". This agreement is concerned only with Phase-I which is under development.
- M) Vide Power of Attorney dated 18.11.2016, the Promoter has granted a Power of attorney in the name of **(1) Mr Prakash R. Timbadia, (2) Mr. Hemal V. Sheth & (3) Mr. Dhananjay (either/or)**, for the purpose of admission & registration of this Agreement for Sale. The said power of attorney dated 18.11.2016 is duly registered before Sub – Registrar Assurance at Panvel-3 on 18.11.2016 bearing serial No. PVL-3-7459-2016.
- N) The Promoter has entered into a standard agreement with Architect registered with the Council of Architects NIRMAAN ARCHITECTS co-owner Shri Abhishek Singhasane having address at Shop No-12, Ground Floor, Godrej Plaza, Tilak Road, Near Ashoka Garden Building, Old Panvel, -410206.
- O) The Promoter has entered into an Agreement and appointed a Structural Engineer 'Shri. Yatish C Tare Partner of VASTUKALP having address at Susheel Pride, F.P. 67/1, First Floor, Unit No- 101 & 102, Near Garden Hotel, Mumbai-Pune Highway, Panvel-410206 for the preparation of the structural design and drawings of the building and the Promoter accept the professional supervision of the Structural Engineer till the completion of said project.
- P) The Promoter has also entered into an agreement with Contractor " M/S SKY ENTERPRISES" having its office at Flat No- 601, Madhuraj Complex, Plot No—125,

Sector -19, Kharghar, Navi Mumbai -410210, to carry out construction of buildings on the said total land.

- Q) 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 all development permissions and sanctioned plans. "Certificate of Title" dated 25.01.2016 issued by Advocate Manoj Bhujbal relating to the said total land is appended hereto as "**Annexure-4**" and of such other documents as are specified under applicable statute and rules and regulations. In addition the Allottee has also 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 proposed layout plan which is to be developed on said total land a copy of which is appended as **Annexure-1**. 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.
- R) Promoter has represented to the Allottee that the Common amenities as specified in **Fifth Schedule** (proposed but not sanction and same shall be sanctioned at time of approval of phase-2 land as mentioned herein above) to be constructed on the said total land are to be shared among the Allottees of units of all the phases including all buildings in the said total land. The said amenities shall be made available upon completion of Phase-2 and will be availed for use even for Allottee of Phase-1.
- S) While sanctioning the plans, Collector has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said land and the buildings and upon due observance and performance of which only the completion and occupation certificate in respect of the buildings shall be granted by the concerned local authority. The Promoter has accordingly commenced construction of the said project in accordance with the said plans. However, now with NAINA becoming the competent authority under the new proposed Development Control Regulations, the Promoter is required to obtain fresh sanction from NAINA for said project and amend the buildings and units accordingly.
- T) The Promoter has expressed their intention to dispose of flats in the Phase-I being the said project on outright sale to the prospective buyers upon such terms and conditions as are mutually agreed by and between the parties.
- U) The Allottee applied to the Promoters for allotment of 'Unit No. _____, admeasuring carpet area _____ Sq. Mtr. on _____ floor, in building no. _____ admeasuring carpet area of _____ sq.mtrs (the "said unit") more particularly described in "**Fourth Schedule**" in said project. A copy of Floor Plan is appended hereto as '**Annexure- 5**' and the said unit is marked in the floor plan. In addition, without any further monetary consideration, the Allottee is entitled other usable area being

ancillary area (the “**additional area**”) as more particularly mentioned and written in unit description clause No 2 herein after. The said additional area is marked separately in the floor plan appended as ‘**Annexure-5**’. Chart showing amenities (propose but not sanction) in the said total land is more particularly described in “**Fifth Schedule**”.

V) The Promoter has registered the said project (SAI PRASAD GARDEN Phase-I) 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-6**’. Phase-II shall be separately registered as and when NAINA sanctions the plan.

W) The Allottee has offered to pay to the Promoter a sum of Rs. _____/-
(Rupees _____
Only) for the transfer/sell 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 _____
_____ only) being “booking advance” of the said unit agreed to be sold by the Promoter to the Allottee the receipt whereof the Promoter do hereby admit and acknowledge. The Allottee has agreed to pay to the Promoter the balance amount of the consideration Rs _____ (Rupees _____
_____ Only) in the manner and upon the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSES 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 being Collector of Raigad earlier and now NAINA 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, for which approval of Allottee shall not be separately required.

1.2 If required, the Promoter shall carry out minor modifications as may be deemed fit. 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/ balance 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 agrees to sell to the Allottee Unit No. "____" of carpet area admeasuring _____ sq. mtrs. on _____ floor in Building no. "____" in Phase-I ("**said unit**") more particularly described in "**Fourth Schedule**" (which includes net usable floor area and the area covered by the internal partition walls of the unit). In addition, without any further monetary consideration, the Allottee is entitled to such usable area being ancillary area (the "**additional area**") of;

- (a) _____ Sq.mtr. of carpet area under enclosed balcony,
- (b) _____ Sq.mtrs of carpet area under open balcony,
- (c) _____ sq.mtrs of carpet area under Cupboard,
- (b) _____ Sq.mtr of carpet area under Weather Shed/Flower Bad,
- (d) _____ Sq.mtr of carpet area under open Terrace (Projected),
- (e) _____ Sq.mtr of carpet area under Terrace (Natural),

And such additional area shown in floor plan appended as '**Annexure-5**'.

2.2 The fixtures, fittings and amenities to be provided by the Promoter in the said unit are appended hereto as '**Annexure-7**'. The Promoter shall not be obliged to accept or accede to any request from the Allottee for making any changes in the amenities to be provided by the 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 excludes all other charges, i.e society formation charges, documentation charges, stamp duty & registration charges for the unit and society land conveyance, Club membership charges, services connection charges i.e MSEB meter & sub-station, Water connection, land conveyance charges, development charges, and all the taxes current & future if any 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 as mentioned herein above by offering to pay to the Promoter consideration in the following manner which has been accepted by the Promoter:

Sr.No	Particulars of Work	%
1	Booking and registration	10%
2	On Commencement of Construction work	5%
3	On Completion of Plinth	25%
4	On Completion of 1 st R.C.C Slab Work	9%
5	On Completion of 2 nd R.C.C Slab Work	7%
6	On Completion of 3 rd R.C.C Slab Work	7%
7	On Completion of 4 th R.C.C Slab Work	7%
8	On Completion of Brickwork	7%
9	On Completion of Plastering work	6%
10	On Completion of Tiling work & plumbing work	6%
11	On Completion of Electrical & Painting work	6%
12	On handing over possession	5%
	Total	100%

3.3 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 following charges in account of:

- (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.

- (d) Club House membership charges
- (e) Development charges,
- (f) Society land conveyance & registration charges
- (g) Advance maintenance charges towards unit, towards Federation, said total land and towards chargeable amenities or facility.

5. MODE OF PAYMENT:

5.1 All payment shall be made by Allottee by drawing cheque/ DD in the name of “**SAI PRASAD ENTERPRISES**” A/c No “ **917020038434928**” in AXIS Bank, Kamothe branch payable at Navi Mumbai or other account as Promoter may intimate subsequently to the Allottee. Allottee shall also pay 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 _____ only) on or before execution of this Agreement. And the Allottee agrees to pay the balance amount of consideration of Rs _____ (Rupees _____ only) to the promoter as per the payment schedule mentioned in clause -3 (2) herein before. (The time for the payments on its due dates is the essence of this contract)

5.4 Allottee has also paid 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, NAINA infrastructure and development charges or any other charges, levy, tax, 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, legal charges and registration charges. The Promoter undertakes to make themselves available through authorized representative for purpose of registration at fifteen (15) days 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, expenses, 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, the 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 the 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 the Promoter only upon receipt of all payments mentioned in this agreement.

8. DEFAULT BY ALLOTTEE:

8.1 Following shall be deemed to be 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/land, threat to life;
- c. Delay in accepting the possession of the unit within a period of two (02) months on intimation to take possession by Promoter;
- d. Refusing delay to take membership of Society formed for the said project;
- 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 removes/remedies such breach within fifteen (15) days of receipt 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 Promoters 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 PROMOTERS:

Promoter hereby declares as follows:

10.1 The Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the 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 due to '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 The carpet area of the said Unit which is proposed to be constructed in the said building as mentioned in clause 2.1 hereinabove, 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%.
- 10.4 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.

- 10.5 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.
- 10.6 The Promoter may be required by NAINA to amend, modify the sanctioned lay-out and building plan for Phase-I and for Phase-II. The Promoter has declared the current sanction plan by Collector. If NAINA requires amendment to plan, the Promoter shall carry out amendment accordingly.
- 10.7 The Promoter declare that the said land No-3 will not form part of the project SAI PRASAD GARDEN and in future there is no relation or connection with the said project and the owner of said land-3 shall be entitled to develop the said land-3 in the manner as he may think fit and proper at his will and none of the allottee or the body of allottees shall raise any issue or matter regarding the same.
- 10.8 The Promoter shall be entitled for TDR if due to any reason total available FSI is not consumed on the said total Land during the development of Phase -1 & 2. And the ownership of said TDR is of the Promoter and none of Allottee or the Society or federation have any rights, title or interest over the said TDR which are generated from the balance FSI of said total land.

11. DECLARATION BY THE 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 total land so as to enable it to convey the said total land to the confederation.
- 11.2 The Allottee hereby declares that he is aware about the changes taken place in concern planning authority for the future development of the said total land and has accordingly purchased the unit and thereby gives his consent to the Promoter for developing phase-2 land as future development and hereby agree to never raise any issue or objections regarding the future development and future approval of entire project from NAINA.
- 11.3 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. The plan for Phase-I may also undergo a change if NAINA requires it. The Allottee shall not object to or create hurdle in such change.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 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.
- 11.8 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'.

11.9 The Allottee has properly understood the development of said total land by phases and the changes taken place in development and in planning authority, and also declaration made by Promoter herein before. Also the Allottee understands that NAINA is now the New Town Development authority. The amenities and infrastructure shall be provided by NAINA and the Promoter has no control over the timing and period in which NAINA provides such infrastructure.

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 due to NAINA requiring amendment in already sanctioned plan 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.

12.5 The Promoter may seek and obtain the occupation certificate for each building separately and handover the units to Allottee accordingly. The buildings will be handed over to the society upon receiving OC and consequently the land will be conveyed to confederation only after last building has obtained the OC.

13. RESERVATION FOR CAR PARKING :

13.1 Allottee has vide request letter dated _____, requested for reservation of one covered car parking (the "**car parking**") to be used to park its motor vehicle. Accordingly, Promoter hereby reserves one car parking for exclusive use of Allottee. The car 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 car parking to any outsider/visitor i.e. other than the unit Allottee of said unit.

13.3 The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.

13.4 The society shall finally ratify the reservation of such car 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 car parking space in said project. Accordingly, no reservation of car parking is made against said unit.

13.2 Allottee undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottee.

14. FORMATION OF SOCIETY:

14.1 Each building in said project shall have separate society and each of the society shall become the member of the confederation of all societies under “**SAI PRASAD GARDEN**”. The Promoter shall apply for the formation and registration of a Society as “_____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 buildings are completed and the said entire project stands complete in all respects comprising of both Phases and amenities and entire potential FSI is consumed and occupancy certificate is received for all buildings, a separate confederation of societies shall be formed and each of the society of each building shall become the member of the said confederation.

15. AMENITY SHARING AND MAINTENANCE:

15.1 The Allottee understands that the Promoter is developing the said total land in phases. The amenities sanctioned and proposed will be used by all the Allottee of development on the said total land. The Allottee here will not claim exclusive right over such amenities.

15.2 In addition to the amenities sanctioned and shown in lay out plan of said original land appended as Annexure-1 the Promoter may develop further 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. The amenities would be developed in Phase-II.

15.3 The amenities would be conveyed to a separate “**amenities entity**” after entire development on said total land is complete. Atleast one person from each society on the said total land shall represent the respective society. Such amenity entity would maintain the amenities by collecting contribution from each society on the said total land who shall contribute for the maintenance of the amenity space as decided then by the societies jointly. Until the said amenities entity is formed, the Allottee shall contribute his share of common maintenance to the Promoter. The amount of such maintenance shall be decided by the Promoter from time to time on the basis of expenses incurred. In addition to the said maintenance the Allottee shall pay corresponding taxes on the said maintenance amount.

15.4 The Allottee understands that the 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 developer as and when sanctioned. The Promoter reserves his right to alter, modify or shift the sanctioned amenity shown in the lay out plan of 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. CLUB HOUSE – OPERATION & MAINTENANCE - CONVEYANCE

During the course of development of the said total land, the Promoter intent to construct the CLUB HOUSE containing (Health Club and Swimming Pool and other facilities) on common open space which shall be developed on phase-2 land separately marked on the layout plan appended as Annexure1. The Promoter has specifically informed the Allottees, and the Allottees is/are aware and agrees to the following:

16.1 The Club House and its membership is/are the common facility/amenities to the all prospective Allottee/s of flat/ unit/ buildings constructed on the above said total land subject to payments of membership fees by the Allottees. The Allottee shall also pay maintenance charges to operate the facilities. And the Promoter have full rights and authorities to enroll/admit the prospective Allottee/s as a members of the CLUB HOUSE time to time as they may deem think fit and proper.

- 16.2 The Club House services shall be made available by the Promoter to the Allottee or to other Allottee who become member of such club and swimming pool and who has purchased Unit in the said project.
- 16.3 The Allottee/s hereby unconditionally agrees and confirm that he/she/they/it will become a life member's of the proposed Club House by paying the life membership fees to the Promoter, and also confirm that from time to time, shall be liable to pay such operation fee and other maintenance charges are as fixed by the Promoter or their Contractors or person authorized by them or Federation, for the services rendered and the Allottee/s shall not question the quantum or the rate of such charges. However the Promoter/Federation or their contractor/s or person/s fix the maintenance charges reasonable and quit comparative time to time.
- 16.4 The Club membership fees and the said charges, from time to time shall be decided and fixed by the Promoter and/or their Contractors, which shall be binding, to the Allottee/s, and shall not be disputed, by them and shall pay the charges regularly on demand made by the Promoter or its nominees.
- 16.5 While executing conveyance or any other documents, of the said total land, the said services including lands and/or the areas on which, the said services have been put up, shall be transferred and assigned in the name of Confederation, of all the buildings society situated on the said project land.

17. CONVEYANCE AND HANDOVER OF THE BUILDING:

- 17.1 The Promoter shall within Three (03) months of the formation of said society from the date of receipt of complete amount of the said consideration and upon the receipt of the occupancy certificate cause to handover the building in the favour of the said society.
- 17.2 The Promoter shall convey the said total land to the confederation within twenty four (24) months of the last building receiving the Occupancy Certificate. The land belonging to Phase-I cannot be demarcated and hence will not be separately conveyed to the society of Phase-I.
- 17.3 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.

18. SOCIETY MAINTENANCE CHARGES:

18.1 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.

18.2 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.

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

19. FEDERATION CHARGES:

19.1 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 of society. 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.

19.2 The Allottee shall pay such contribution as mentioned in 18.2 and 19.1 above at the time of taking possession and shall not withhold the same for any reason whatsoever.

20. UNSOLD UNITS IN SAID PROJECT:

20.1 Promoter shall be inducted as a member of said society for unsold units upon conveyance of building to respective society.

20.2 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.

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

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

20.5 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.

20.6 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.

21. 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 carry or caused to be carried 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.

22. REGISTRATION OF THIS AGREEMENT:

22.1 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 total land and the buildings thereon is conveyed to the said confederation.

22.2 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.

23. NOTICE:

23.1 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:-

Administration office Address of Promoter:-

Shop No-5, Magnum Apartment, Plot No-11A,
Sector No-11, Near Miraj theatre, New Panvel (E),
Tal. Panvel, Dist. Raigad, Pin 410206.

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.

23.2 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.

24. ALLOTTEE'S UNDERTAKING:

24.1 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 the said total land.

24.2 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/ said entire 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.

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 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.

25.2 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.

25.3 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.

26. BINDING EFFECT:

The recitals hereinbefore 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, Annexure and payment receipt shall be construed as an integral part of this agreement.

27. MATERIAL ADVERSE CHANGE/CONDITIONS:

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

28. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

28.1 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 fulfil 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.

28.2 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. JURISDICTION:

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

35. RIGHT TO AMEND:

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

FIRST SCHEDULE

"SAID TOTAL LAND"

Plot No	Admeasuring in Sq.mtrs
1	196.90 sq.mtrs
2	225.50 sq.mtrs
3	224.30 sq.mtrs
4	223.10 sq.mtrs
5	329.80 sq.mtrs
6	255.80 sq.mtrs
7	279.50 sq.mtrs
8	326.20 sq.mtrs
9	338.50 sq.mtrs
10	372.10 sq.mtrs
11	371.90 sq.mtrs
12	255.80 sq.mtrs
13	322.00 sq.mtrs
14	229.10 sq.mtrs
15	258.80 sq.mtrs
16	210.10 sq.mtrs
17	330.00 sq.mtrs
18	372.50 sq.mtrs
19	226.10 sq.mtrs
20	153.00 sq.mtrs
21	227.50 sq.mtrs
22	156.90 sq.mtrs
23	180.40 sq.mtrs
24	211.10 sq.mtrs
25	144.00 sq.mtrs

26	292.00 sq.mtrs
27	165.80 sq.mtrs
28	985.00 sq.mtrs
29	1980.00sq.mtrs
Survey No/Hissa No	Admeasuring in sq.mtrs
4/2	630 sq.mtrs
Total	10470 sq.mtrs

Situated at Village Newali, Tal. Panvel, Dist. Raigad within Jurisdiction of Talathi Saja Aasudgaon, Sub Registrar of Assurances at Panvel, Dist. Raigad. And bounded as follows

On and towards NORTH : Survey No 4/3+8, 4/7 & 4/8
On or towards SOUTH : Survey No 9/9, 9/10, and other Hissa of Survey No-9,
On or towards EAST : Survey No 4/6, 5/3, and other Hissa of Survey No-9
On or towards WEST : Survey No 4/1, 5/1, 5/5, 9/3, 9/1 & 9/5

SECOND SCHEDULE

“PHASE-1 LAND”

A portion of said total land admeasuring 3761 sq.mtrs and thereabouts on which building No.1 to 4 is being constructed utilizing **FSI 1677.713 sq.mtrs** out of total available FSI of **3761 sq.mtrs** situated at Village Newali, Tal. Panvel, Dist. Raigad bounded as under:

On and towards NORTH : Road & Sai Prasad Garden Phase-2,
On or towards SOUTH : Survey No 9/9, 9/10, and other Hissa of Survey No-9,
On or towards EAST : Other Hissa of Survey No-9
On or towards WEST : Survey No - 9/3, 9/1 & 9/5

THIRD SCHEDULE

“SAID PROJECT”

SAI PRASAD GARDEN (Phase-1)

The Promoter is entitled to construct residential building No 1 2,3 & 4., which are consisting Stilt plus Three upper floors and consisting total 48 (Forty Eighty) residential units. The available FSI is 1 (One) for the said Phase 1 land. The 4(four) Buildings are collectively utilizing a total FSI of built-up area of **1677.713 sq. mtrs** out of total available FSI of **3761 sq.mtrs** on the said phase-1Land, which shall be developed under the Project known as **SAI PRASAD GARDEN (Phase-1)** and which is particularly details as follows:-

Building No	Building Type	No of units & Type of use	Total Built-up Area as per approved plan (in sq.mtrs)
1	Stilt + 3 floors	12 Residential Units	386.030sq.mtrs
2	Stilt + 3 floors	12 Residential Units	383.030sq.mtrs
3	Stilt + 3 floors	12 Residential Units	383.030sq.mtrs
4	Stilt + 3 floors	12 Residential Units	519.623sq.mtrs

FOURTH SCHEDULE

“SAID UNIT”

Unit No. “_____” of carpet area admeasuring _____sq. mtrs. on_____ floor in Building No “_____”(which includes net usable floor area and the area covered by the internal partition walls of the unit). In addition, without any further monetary consideration, the Allottee is entitled to such usable area being ancillary area (the “**additional area**”) of;

- (a) _____ Sq.mtr. of carpet area under enclosed balcony,
- (b) _____ Sq.mtrs of carpet area under open balcony,
- (c) _____ sq.mtrs of carpet area under Cupboard,
- (d) _____ Sq.mtr of carpet area under Weather Shed/Flower bed,
- (e) _____ Sq.mtr of carpet area under open Terrace (Projected),
- (f) _____ Sq.mtr of carpet area under Terrace (Natural),

constructed on the specific portion of land more particularly described in second Schedule hereinabove.

FIFTH SCHEDULE

“AMENITIES” (Proposed but not sanctioned)

List of chargeable Common amenities to be provided in SAI PRASAD GARDEN Phase 1 & 2 Project on the “Said Total land” and situated on Phase-2 land

S.No	ITEMS
1	Club House
2	Swimming pool

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 WITHINNAMED “PROMOTER”

M/S. SAI PRASAD ENTERPRISES

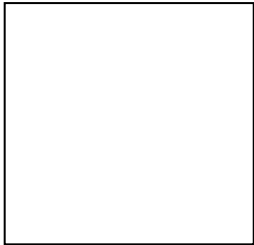
THROUGH ITS PARTNERS



Sign



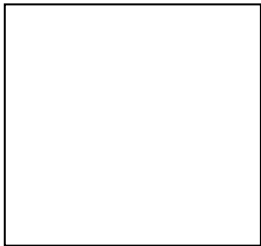
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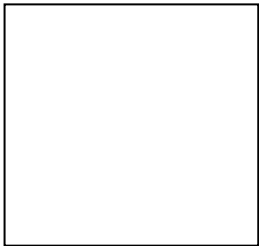
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SHRI MANSUKH TEJABHAI TIMBADIA

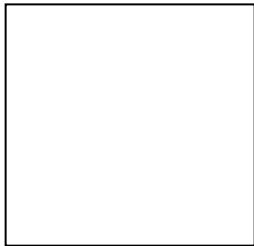
SIGNED/ SEALED & DELIVERED BY
BY THE WITHIN NAMED “ALLOTTEE/S “



Sign



Photo



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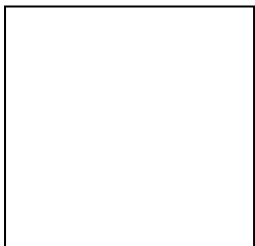
(1) Mr/Mrs _____ (PAN NO _____)



Sign

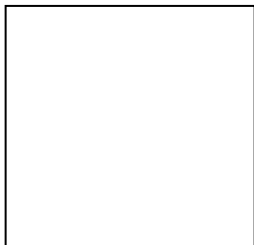
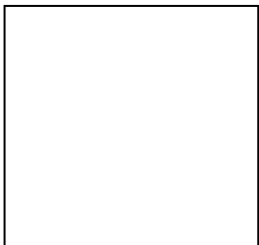
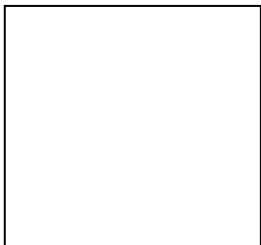


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(2) Mr/Mrs _____ (PAN NO _____)



(3) Mr/Mrs . _____ (PAN NO _____)

Above all signed
IN THE PRESENCE OF

Witness
1) Mr/Mrs _____
Add – _____

Sign

Photo

Thumb

2) Mr/Mrs _____

Add – _____

Sign

Photo

Thumb

RECEIPT

RECEIVED with thanks from the Allottee Mr. _____ 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 ____ Nos Building in the Project Known as **“SAI PRASAD GARDEN”** Phase -1 constructed on above said Phase -1 land being part and portion of above said total land more particularly described in second SCHEDULE to this Agreement.

Cheque No./RTGS/NEFT UTR No	Dated	Drawn on Bank & Branch	Amount Rupee
		-	
Total Amount			

The receipt is subject to realization of Cheques.

Date:

Place: PANVEL

For **M/s. SAI PRASAD ENTERPRISES**

Authorised Partner
(MANSUKH TEJABHAI TIMBADIA)

ANNEXURE “7”

SPECIFICATION AND AMENITIES FOR THE UNIT

1. A sturdy R.C.C. frame structure with Earthquake resistance.
2. 2’x2’ Vitrified tiles flooring in all rooms with 4’ inch Skirting.
3. Door height Designers dado glazed tiles in all W.C., bath & toilets.
4. Granite top Kitchen platform with stainless steel sink and up to 4’-0 ft. height dado designer Glazed tiles above platform.
5. Concealed copper electrical wiring with modular switches in all rooms of Flat.
6. All windows fitted with Marble jamb, powder coated 3/4 sections Aluminum sliding window with plain glass.
7. Concealed plumbing in all bath, Toilet and WC.
8. Brass/chrome plating decorated fitting in all W.C. Bath and Toilets.
9. Main Door Sal wood frame with Laminated finish flush shutter door, with night latch and peep hole & All internal & terrace doors are of flush shutter doors with Sal wood frame.
10. All Bath, Toilet & W.C is P.V.C. molded door with marble frame work.
11. Interior walls treated by Oil bound distemper paint in all Flats and in exterior walls of the building are treated with Acrylic paint.
12. 3’ - 0" height protected parapet wall in terraces.
13. Water proofing with china chip glazed tiles in all terraces.
14. Adequate capacity overhead and underground storage water tank with submersible pump.
15. Adequate capacity Lift of reputed make.
16. 4’ – 0’ height compound wall around the building with main gate and security cabin.
17. 4’ - 0" width concrete pavement with chequered tiles flooring around the building.
18. Ample car & scooter parking space.
19. Children play area & Gymnasium & swimming pool.

List of Annexure:

- 1) Layout of said original land
- 2) 7/12 extract of said original land
- 3) Commencement Certificate
- 4) Title Certificate
- 5) Floor plan
- 6) Registration certificate
- 7) Amenities in the unit