

ALLOTMENT LETTER

Date :

To,

.....(Name).

.....(Name)

.....,

.....,

.....(address).

Sub : Allotment of Apartment No. [•] on [•] Floor in Wing "B" i.e. building known as "SAI SASTHA CRYSTAL" being constructed on the plots of land bearing C.T.S.Nos.161,161/1 to 37, 162,162/1 to 8 and 164,164/1 to 23 of Village - Bhandup, Taluka - Kurla, M.S.D.,Tembhipada, Bhandup (West), Mumbai - 400 078.

Dear Sir/Madam,

- 1) We thank you for your keen interest shown to purchase **Apartment No.[•] on [•] Floor**, admeasuring **[•] Sq.Ft. i.e. [•] Sq mt. Carpet Wing : B** in our above mentioned project named as "**Sai Sastha Crystal**".
- 2) Pursuant to your request, we hereby inform you that we are agreeable to reserve the said Apartment for you, subject to you making timely payment as per the payment schedule mentioned in Clause No. 5 herein below and subject to the plans as sanctioned by Slum Rehabilitation Authority/MCGM and subject to the terms and conditions mentioned herein. In the event of any changes as per the Government Rules and Regulations, the revision and the impact thereof on the said Apartment shall be communicated to you.
- 3) The Sale Consideration for the said **Apartment No.[•]** having **[•] Sq.Ft. i.e. ([•] Sq.mt. Carpet is Rs.[•]/- (Rupees [•]Only)**. In addition to the Sale Consideration as above, you shall also be required to pay taxes – Service Tax, Value Added Tax and/or Goods and Service Tax as well as Stamp Duties, Registration Charges thereof. We

Promoter

Allottee

confirm having received a sum of **Rs.[•]/- (Rupees [•]Only)** as a token of your intent to reserve the allotment and **Rs.[•]/- (Rupees [•]Only)** towards Service/V.A./G.S. Tax. The balance payment shall be paid by you as per the Payment Schedule mentioned in Clause No.5 herein below and the applicable taxes

- 4) You have made the following representations and on the basis of the same we are agreeable to reserve the said Apartment.
- a. You are not prohibited from acquiring the said Apartment under any law or otherwise.
 - b. You are aware that the carpet area of the said Apartment mentioned herein is approximate and measured on a bare shell basis, which area is also indicated in the approved plans and the actual carpet area of the said Apartment upon completion of construction may vary upto 3% (approx.)
 - c. You have inspected all the documents and details pertaining to the real estate project to your satisfaction including but not limited to the title/revenue documents in respect of the project land, sanctioned plans, building permissions etc.

We have reserved the said Apartment to you on relying upon the accuracy of the above representations which we consider and you agree and consent to be an important and integral part of this transaction.

- 5) Payment Schedule is as below : -
- a) 09% on or before issuing this Allotment Letter,
 - b) 20% on completion of Plinth work,
 - c) 50% during the progress of slabs work (Divided into total nos. of slabs. Demand will be sent on completion of alternate slab from First slab),
 - d) 4% on completion of Brick work,
 - e) 4% on completion of Internal Plaster,
 - f) 4% on completion of External Plaster,
 - g) 3% on completion of flooring work,
 - h) 3% on completion of door and window work
 - i) 3% on possession of Apartment.

Promoter

Allottee

- 6) It has been agreed that the timely payment of all amounts demanded by us from time to time towards progress of the project is of prime essence. You have confirmed to us that Demand letter forwarded by us to you that a particular stage of construction is completed shall be sufficient proof to that effect. However, it is agreed by you that failure to receive such notice from us requiring such payment shall not be a plea or an excuse for non -payment of any amount on their respective due dates. It is also been agreed that in case of any cheque getting bounced during the payment of any installment/s, we shall inter alia, entitled to forthwith cancel the reservation of the Apartment in your favour and earnest money paid on or before issue of this letter shall stand forfeited. We shall be further entitled to pursue any legal remedy.
- 7) It is agreed that you shall make payments due to us immediately as per the terms of the Demand letters. If the due payments are not made as per the terms mentioned in the Demand letters, you shall be required to pay the demanded amount alongwith 18% interest until the realization of cheques/payment. In the event you fail to make payment, this reservation/allotment shall automatically stand cancelled, rescinded/revoked without any further notice and earnest amount paid by you shall stand forfeited as and by way of liquidated damages for cost and opportunity cost and we will be liberty to sell or dispose the said Apartment to any third party without any reference from you. The above remedy shall be without prejudice to any other right or remedy available to us against you.
- 8) Notwithstanding anything contained under this letter you have expressly agreed, accepted and confirmed to pay/reimburse to us immediately as and when demanded by us and/or to the appropriate authorities all the present/future/revised/new Property/Municipal Tax, Service Tax, Education Cess, VAT, Service Tax, GST and/or any other levies, taxes, cess, surcharge, dues, duties, including 1% TDS, etc. which may be called or demanded under any name or terminology or may become payable due to implementation/enactment or any new laws/rules by the Local Bodies, State Government, Central Government or by any other Competent Authorities. You shall pay such amount in addition to any amount mentioned under the Letter/Agreement or otherwise.

Promoter

Allottee

- 9) In addition to the above you shall pay charges/deposits as and when demanded towards:- legal charges, Share money, Application Fee, Entrance Fee, formation and registration of the Society/Condominium, Society Maintenance, Proportionate share of Property taxes for building under construction, debris charges, Infrastructure Development charges and any other charges that are applicable which will be over and above the Sale Consideration of the said Apartment.
- 10) It is further agreed that the Promoter shall adjust/appropriate all payments made by the Allottee(s) under any head(s) of dues against lawful outstanding, if any in Allottee(s) name as the Promoter may in his/its sole discretion deem fit and the Allottee(s) undertake/s not to object /demand/direct the Promoter to adjust his/her payments in any manner.
- 11) We shall have full right and absolute authority and shall be entitled at any time hereafter to change, alter and amend the layout, plans, designs, elevation, etc. of **Sai Sastha Crystal** without adversely affecting area, location and shape of the Apartment reserved for you and you agree to grant your consent thereto. You shall not withhold your consent for any such change, alteration, amendment to the layout, plans, designs, elevation etc. so long as we have made available the layout plans, designs, and elevations etc to you either at our office or on the website of the RERA Authority. **Further we shall not be required to obtain your consent in the following events without adversely affecting area, location and shape of the Apartment reserved for you;**
- a) any minor additions or alterations,
 - b) any additions or alterations to common areas, facilities etc.
 - c) any additions or alterations, modifications in compliance of any direction or Order issued by the Competent Planning Authority or Statutory authority under any law of the State or Central Government.
 - d) any additions or alterations/modifications for the consumption of Fungible FSI or any additional FSI to be made available due to new policies announced under existing Development Control Regulations or new DCR and/or due to the directions of SRA and/or any other such authority from time to time or as required by various rules and regulations which shall be informed to you.

Promoter

Allottee

- 12) It is mutually agreed that the consideration with respect to the said Apartment is based on the consent provided by you in this letter including Clause No.7 hereinabove and all further consents that you will be required to provide under the Agreement for Sale. In the event you choose to withdraw your consent for any change, alteration, amendment, modification to the layout, plans, designs, elevations, etc., the amount of consideration shall include any direct and/or indirect losses, damages, expenses suffered by us in this regard.
- 13) It is expressly agreed, consented and accepted by you that you will not have any right, title, interest, claim etc. on the said Apartment and you will not be entitled to occupy and we shall not be liable to hand over occupation/possession of the said Apartment unless you pay the entire sale consideration alongwith interest (if any), taxes, deposits and other outstanding dues for the said Apartment.
- 14) It is further expressly agreed, consented and accepted by you that we shall be at the liberty to sell, assign, transfer, mortgage or otherwise deal with our right, title and interest in the said project land and/or building/s being constructed /to be constructed thereon.
- 15) You have agreed and consented that you will not be entitled to transfer, assign, licence, mortgage, charge, lien, encumber or create any right under this letter, without our prior written consent.
- 16) This reservation of allotment is subject to terms and conditions set out in the Sale Agreement which shall be executed and registered within 30 days of being called upon by us to do so. The said Agreement shall be executed and registered under the Provisions of Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management, and Transfer) Act, 1963 and/or the Real Estate (Regulation and Development) Act, 2016 or any other law as may be applicable at the relevant time.
- 17) All the terms and conditions mentioned herein and in the Sale Agreement shall be binding on you and you confirm that this allotment is the basis of commercial understanding between us.

Promoter

Allottee

- 18) In case of any inconsistency between the Provisions of any other prior writings, arrangements or the booking form and this Letter of Allotment, the provisions as contained in this Letter of Allotment shall prevail.
- 19) This Letter of Allotment is subject to the terms and conditions of the Sale Agreement.

You are requested to sign this letter and the duplicate hereof as a token of your express consent and acceptance of all the terms and conditions as stated herein above.

Thanking you and assuring you of our best services at all times.

Yours truly,

M/s. Sai Sastha Enterprises

Proprietor

I/We hereby have read, understood and agreed and consented to all the above terms and conditions and accept the same.

1. Mr./Mrs.....

2. Mr./Mrs.....

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai on this [•] day of [•], 20[•] Between **M/s. SAI SASTHA ENTERPRISES**, a Sole Proprietary Firm and having its registered office at 57, Sai Infotech, Patel Chowk, R. B. Mehta Road, Ghatkopar (East), Mumbai - 400 077, through its Proprietor **Mr.Rameshan Krishnan Muthathyan**, PAN : - AANPM7758A and Aadhar No. :- 7981 4409 2565 hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the **ONE PART**; And

1) [•] aged [•] years, PAN : - [•] and Aadhar No. :- [•] and 2) [•] aged [•] years, PAN : - [•] and Aadhar No. :- [•], both Indian Inhabitants, residing at [•], hereinafter referred to as "**the Allottee(s)**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART**:

M/s.Sai Sastha Enterprises

Proprietor

First Allottee

Second Allottee

WHEREAS

1. WHEREAS by Indenture dated 26th August, 1974 made between THE BHANDUP ESTATE represented by (1) Ratansey Karsondas, (2) Pratapsinh Mathuradas, (3) Pushpabai wife of Pratapsinh Mathuradas, (4) Jaisinh Vithaldas (Executors of Will of Sir Mathuradas Vissanji), (5) Pratapsinh Shoorji Vallabhdas, (6) Dilipsinh Shoorji Vallabhdas (Executors of Will of Shoorji Vallabhdas), (7) Bhanji Surji, (8) Gopalji Virji Surji, (9) Manibai (widow of Virji Surji), (10) Damayanti (Daughter of Virji Surji), (11) Bachubai (widow of Purshottam Bhanji), (12) Saraswati (wife of Prahladrai Kheraj), (13) Damayanti (wife of Liladhar Kanji), (14) Rukminiben (wife of Purshottam Dayalji), (15) Kalyanji alias Arunkumar Purushottam Bhanji, (16) Vasantkumar Purshottam Bhanji (the heirs and legal representatives of Shivji Raghavji) being the Vendors therein and Shri. BHARATSINGH KUBERSINGH THAKUR being the Purchaser therein, the said Vendors sold and/or conveyed the plot of land admeasuring 6613.00 Square Yards or 6046.93 Square Meters bearing Survey No.136 and 154(Part), C.T.S.Nos. 161,161/1 to 37, 164,164/1 to 23, 57,57/1 to 20, 60,60/1 to 16 and 26 to 70, 58,58/1 to 4, 59,59/1 to 27, 62,62/1 to 32, 63,63/1 to 6, 64,64/1 to 12, 65,65/1 to 17 and 46,46/1 to 9 of Village Bhandup, Taluka : Kurla, District : Bombay Suburban Registration Sub-District of Bandra (hereinafter referred to as "the said larger Property") to the said Purchaser at/or for the consideration and on terms and conditions mentioned therein. The said Deed of Conveyance is registered with the Sub Registrar of Assurances of Bombay under No.BOM/S/3108/1974.

2. The said Shri. BHARATSINGH KUBERSINGH THAKUR (since deceased) was the lawful owner and holder of the said larger property. The said Shri. Bharatsingh Kubersingh Thakur (hereinafter referred to as 'the said deceased') died intestate at Mumbai on 5th April, 1997 and his wife Smt. Shantidevi Bharatsingh Thakur, predeceased him on 14th December, 1994.

3. The said deceased had four children namely (1) Shri. Vedprakashsingh Bharatsingh Thakur (since deceased), (2) Shri.Pravinsingh Bharatsingh Thakur, (3) Ms. Rita Bharatsingh Thakur and (4) Shri. Sharad Bharatsingh Thakur.

4. The said Shri. Vedprakashsingh Bharatsingh Thakur, one of the sons of the said deceased predeceased him on 4th March, 1994 leaving behind his widow Smt.Nirmala Vedprakashsingh Thakur, and three children namely, Smt. Nilima Vijay Mehta (married daughter), Shri. Narendra Vedaprakashsingh Thakur

M/s.Sai Sastha Enterprises

Proprietor

First Allottee

Second Allottee

and Smt. Neha Sanjeev Rao (married daughter), as his only heirs and legal representatives.

5. Therefore, on the death of the said deceased, the aforesaid persons namely (1) Smt. Nirmala Vedprakashsingh Thakur, (2) Smt. Nilima Vijay Mehta (married daughter), (3) Shri. Narendra Vedprakashsingh Thakur, (4) Smt. Neha Sanjeev Rao (married daughter), (5) Pravinsingh Bharatsingh Thakur, (6) Ms. Rita Bharatsingh Thakur and (7) Shri. Sharad Bharatsingh Thakur have become entitled to inherit their estate including the said larger property as owners and possessors thereof under the provisions of the Hindu Succession Act, 1955 by which the said deceased was governed. The names of these legal heirs and representatives are recorded in the Property Registration Cards of the said project land.

6. By a Deed of Conveyance dated 04th July,2013 registered with the Sub-Registrar of Assurances on 04th July,2013 under Serial No.KRL-4-6934/2013 the Promoter herein i.e. Shri Rameshan Krishnan Muthathyan, Proprietor of M/s.Sai Sastha Enterprises has purchased the small portion of the said larger Property being the Plot of land bearing Survey No.136 (Part) corresponding to C.T.S.Nos. 161,161/1 to 37 admeasuring of 938.8 Sq.Mtr. and 164,164/1 to 23 admeasuring of 421.30 Sq.Mtr. of Village : Bhandup, Taluka : Kurla, in the Registration District of Mumbai City and Mumbai Suburban at Tembhipada, Bhandup (West), Mumbai-400 078, within the jurisdiction of “S” Ward of M.C.G.M., in all totally admeasuring 1360.10 Sq.Mtr. (hereinafter referred to as “the said land”) more particularly described in the First Schedule hereunder mentioned and delineated on the Plan hereto annexed by Red Colour boundary line as Annexure – IV.

7. By Indenture dated 14th April,1972 made and executed between Shri. BHARATSINGH KUBERSINGH THAKUR being the Vendor therein and Sou. SHALINI wife of JANARDAN HARI BHELSEKAR, being the Purchaser therein, the said Vendor sold and/or conveyed the plot of land admeasuring 333 Square Yards equivalent to 278 Sq.Mtrs. as per Title Deeds and admeasuring 329.60 Sq.Mtrs. as per the Property Registrar Cards, bearing Survey No.136 and C.T.S.No.162 of Village Bhandup, Taluka : Kurla, District : Bombay Suburban Registration Sub-District of Bandra (hereinafter referred to as “the said other land”) to the said Purchaser at/or for the consideration and on terms and conditions mentioned therein. The said Deed of Conveyance is registered with the Sub Registrar of Assurances of Bombay under No.BND/577/1972.

M/s.Sai Sastha Enterprises

Proprietor

First Allottee

Second Allottee

8. The said Sou. SHALINI JANARDAN BHELSEKAR (since deceased) was the lawful owner and holder of the said project land. The said Sou. Shalini Janardan Bhelsekar (hereinafter referred to as 'the said deceased') died intestate at Mumbai on 20th June,2002 leaving behind her husband Shri.Janardan Hari Bhelsekar and and five children namely, Shri.Uday Janardan Bhelsekar, Smt. Smita Dattatraya Manohar (married daughter), Shri.Sanjay Janardan Bhelsekar, Shri.Meghraj Janardan Bhelsekar and Shri.Abhay Janardan Bhelsekar as her only heirs and legal representatives.

9. The said Shri.Janardan Hari Bhelsekar, husband of the said deceased died intestate at Badlapur, Thane on 21st October,2006 leaving behind his five children namely, Shri.Uday Janardan Bhelsekar, Smt. Smita Dattatraya Manohar (married daughter), Shri.Sanjay Janardan Bhelsekar, Shri.Meghraj Janardan Bhelsekar and Shri.Abhay Janardan Bhelsekar as his only heirs and legal representatives.

10. Therefore, on the death of the said deceased, the aforesaid persons namely (1) Shri.Uday Janardan Bhelsekar, (2) Smt. Smita Dattatraya Manohar, (3) Shri.Sanjay Janardan Bhelsekar, (4) Shri.Meghraj Janardan Bhelsekar and (5) Shri.Abhay Janardan Bhelsekar have become entitled to inherit their estate including the said project land as owners and possessors thereof under the provisions of the Hindu Succession Act, 1955 by which the said deceased was governed. The names of these legal heirs and representatives are recorded in the Property Registration Cards of the said other land.

11. By Deed of Conveyance dated 30th December,2014 registered with the Sub-Registrar of Assurances on 09th January,2015 under Serial No. KRL-1-522-2015 the Promoter herein i.e. Shri Rameshan Krishnan Muthathyan, Proprietor of M/s.Sai Sastha Enterprises has purchased the said other land bearing Survey No.136 (Part) corresponding to C.T.S.Nos. 162,162/1 to 8 admeasuring 333.0 Sq.Yards equivalent to 278.0 Sq.Mtrs. as per the Title Deeds and admeasuring 329.6 Sq.Mtr. as per the Property Registrar Cards of Village : Bhandup, Taluka : Kurla, in the Registration District of Mumbai City and Mumbai Suburban at Tembhipada, Bhandup (West), Mumbai- 400 078, within the jurisdiction of "S" Ward of M.C.G.M., (hereinafter referred to as "the said other land") more particularly described in the First Schedule hereunder mentioned and delineated on the Plan hereto annexed by Red Colour boundary line.

12. The said land and the said other land are situated adjacent to each other and jointly referred to herein as **"THE PROJECT LAND"** for the sake of brevity and
M/s.Sai Sastha Enterpris

by virtue of the said Conveyances, Shri Rameshan Krishnan Muthathyan, Proprietor of M/s. Sai Sastha Enterprises, is become the lawful owner and title holder thereof. There are no covenants affecting the Project Land and no impediments attached the said project land AND so also there is no mortgage or lien on the Project Land.

13. The Project Land is more particularly described in the First Schedule hereunder written is occupied by various tenants/ occupants who have formed a Co-operative Housing Society in the name and style of **"JAI HANUMAN"** Co-operative Housing Society (Proposed)" which is hereinafter referred to as **"The Rehab Society"** for the sake of brevity.

14. The said project land is declared as "Slum" by the Dy. Collector (Encroachment) and Competent Authority, Sub-division, Kurla I on 5th October,1979 vide Notification No.SLM-IMP-CA-I-BDP-(1) under Section 4(1) of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act,1971 published in Maharashtra Government Gazette dated 1st November,1979. The said **JAI HANUMAN** Co-operative Housing Society (Proposed) has decided to opt for the development of the said project land under the Slum Rehabilitation Scheme (In short "S.R.A." Scheme) vide the Rule 33(10) of the Development Control Regulations for Greater Mumbai,1991.

15. The said **JAI HANUMAN** Co-operative Housing Society (Proposed) being unable to redevelop the said project land under the said Slum Rehabilitation Scheme introduced by the Government of Maharashtra, the Society in its General Body Meeting held on 14th December,2014 unanimously decided to appoint **M/s. SAI SASTHA ENTERPRISES**, a Proprietary Concern of **Mr.Rameshan Krishnan Muthathyan**, the Promoter herein. After following due procedure for appointment of the Promoter herein and accordingly the Society has issued Appointment Letter to the Promoter on 17th December,2014. Thereupon the said Society has entered into the Development Agreement with the Promoter herein on 18th December,2014 and agreed to assign the development rights under S.R.A. Scheme on the terms and conditions therein contained. In order to enable the Promoter herein to develop the said project land as contemplated under the Development Agreement, the Society has also executed Irrevocable Power of Attorney in favour of Mr.Rameshan Krishnan Muthathyan, Proprietor of the Promoter herein on 18th December,2014. All the

M/s.Sai Sastha Enterprises

Proprietor

First Allottee

Second Allottee

members of the said Society have given their individual consent for redevelopment of the said project land in favour of the Promoter and also handed over vacant and peaceful possession of the entire Property by vacating their structures.

16. By virtue of the Development Agreement and the Power of Attorney both dated 18th December, 2014 and all the members of the said Society having consented for redevelopment through the Promoter, the Promoter is well and sufficiently entitled to develop the said project land as per the plans and specifications sanctioned by the Slum Rehabilitation Authority.

17. Under the terms of the Development Agreement and in consideration of the Promoter agreeing to provide to each residential/residential-cum-commercial member/ slum dweller a self-contained flat of an area admeasuring 269.00 Sq.Ft. carpet and a Commercial unit of an area admeasuring 225.00 Sq.Ft. or the area equal to the area of the existing commercial unit (Whichever is less) to non-residential member/ slum dweller free of cost, the Promoter has been conferred upon the power to construct additional area for the open sale and has been authorized to dispose of the same on ownership basis to the prospective Purchasers and appropriate the sale proceeds thereof on his/their own. Thus, the Promoter has sole and exclusive right to sell the apartments in the sale buildings to be constructed on the project land and enter into agreements with the Allottee(s) of the said Apartments and to receive the sale consideration in respect thereof.

18. The said JAI HANUMAN Co-operative Housing Society has been registered with the Assistant Registrar of Co-operative Societies, Slum Rehabilitation Authority under Registration **No.MUM/SRA/HSG/(TC)/12693/2016** under the Maharashtra Co-operative Societies Act, 1960 on **08th June, 2016**.

19. All the aforesaid Indentures and Documents stated above are valid and subsisting.

20. The Promoter has registered the project under the provisions of The Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai vide No.[•] dated [•] an authenticated copy thereof is attached hereto as **ANNEXURE- "I"**.

M/s.Sai Sastha Enterprises

Proprietor

First Allottee

Second Allottee

21. On the basis of the said Conveyance Deeds dated 04th July, 2013 and 30th December, 2014, Development Agreement and Power of Attorney executed by the said Society both dated 18th December 2014, the Promoter herein has submitted a Slum Rehabilitation scheme to the Slum Rehabilitation Authority (hereinafter referred to as "S.R.A.") for JAI HANUMAN Co-operative Housing Society (Proposed) for redevelopment and the **Letter of Intent (LOI)** dated **26/05/2016** bearing No. **SRA/ENG/2843/S/PL/LOI** has been issued to the Promoter.

22. Pursuant to the said Letter of Intent, S.R.A. has issued **Intimation of Approval (IOA)** bearing reference No. **SRA/ENG/3345/S/PL/AP** dated **07/06/2016** and has further issued **Commencement Certificate (C.C.)** for Composite Building bearing No. **SRA/ENG/3345/S/PL/AP** dated **20/08/2016** upto Plinth level of Composite building in respect of the said project land more particularly described in the First Schedule hereunder written. **Further Commencement Certificate** is issued on **23/12/2016** for Wing "A" i.e. Rehab Wing for Ground (Part) + Stilt (Part) + 1st to 16th upper floors and balance part portion of Plinth of Sale Wing "B" of the composite building. The Commencement Certificate is further extended on **03/05/2017** for Ground + 1st to 13th upper floors of R.C.C. frame work only for part portion of phase-I for Sale Wing "B" of composite building by the Slum Rehabilitation Authority.

23. Pursuant to the abovesaid permissions and the further permission and sanctions that are likely to be granted, the Promoter is entitled to construct a Composite building on the said project land in accordance with the recitals hereinabove AND accordingly the Promoter is constructing a Composite building for rehabilitation of members of the said Rehab Society having Ground (Part) + Stilt (Part) + 1st to 16th upper floors and for the Sale Component consisting of Ground + 1st to 18th and 19th (Part) upper floors.

24. The Promoter as well as the Rehab Society have appointed **Shri Ajay A. Sawant** of **M/s. ARCHITECTURAL CONCEPT** as the Architect registered with the Council of Architects for the preparation of drawings of the buildings and entered into a Standard Agreement with him/them as per the Agreement prescribed by the Council of Architects and the Promoter has also appointed **Shri Dilip P. Parekh** as Structural Engineers for the preparation of structural designs, drawings and specifications and the Allottee/s

M/s.Sai Sastha Enterprises

Proprietor

First Allottee

Second Allottee

accept/s the Professional Supervision of the Architect and Structural Engineer till the completion of the building/s.

25. A copy of Certificate of Title dated **09th June,2017** issued by **Shri E. K. Sasidharan**, Advocate, High Court alongwith Search Report, Copies of Property Cards of the said Project Land, Copy of the C.T.S. Plan issued by the City Survey Officer, Mulund, Mumbai in respect of the said Project land on which the Apartments are to be constructed and the Copies of the approvals such as IOA dated 07th June,2017 and Plinth C.C. dated 20th August,2016 alongwith endorsement of Further C.C. dated 23rd December,2016 and 03rd May,2017 and the copies of the Plans showing the details and specifications of the S.R. Scheme in which the Apartments agreed to be purchased by the Allottee(s) approved by the concerned Local Authority and a Copy of Sanad dated 12th May,2017 granted by the Collector of Mumbai Suburban Distirct have been annexed hereto marked as **ANNEXURE II to VIII** respectively.

26. The Allottee(s) has/have, prior to the date hereof examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/their//its Advocates and Planning and Architectural Consultants. The Allottee(s) has/have agreed and consented to the development of the Project. The Allottee(s) has/have examined all the documents of Title relating to the said land, Orders, Approvals or Noc's (LOI, IOA and CC) issued by the Slum Rehabilitation Authority, the Plans, Designs and Specifications approved by the Planning Authority and of such other documents and information specified under Real Estate (Regulation and Development Act),2016 and the rules made thereunder uploaded by the Promoter on the website of the RERA Authority and the same has been understood by the Allottee(s). In addition to this, the Allottee(s) has/have demanded from the Promoter and the Promoter has given inspection to the Allottee(s) of all the documents of title relating to the said project land and approvals for building construction obtained from the concerned authority as are specified under the RERA and the rules and regulations made thereunder.

27. The Promoter shall construct Composite building out of which one Residential Wing i.e. Wing "A" shall be constructed to rehabilitate the eligible Occupants of the said Project Land and another building exclusively as Sale Component Wing i.e. Wing "B" to be known as "**SAI SASTHA**

M/s.Sai Sastha Enterprises

Proprietor

First Allottee

Second Allottee

CRYSTAL", having Ground Floor + 1st to 18th and 19th (Part) Upper Floors having puzzle Parking and Residential/Commercial Apartments at the discretion of the Promoter.

28. It is made clear that as per definition within RERA **“Carpet Area”** means the net usable floor area of an Apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee but includes the area covered by internal partition walls of the Apartment.

29. The Allottee(s) has/have applied to the Promoter for **Apartment No.[•] on [•] floor, admeasuring [•] Sq.Ft. i.e. [•] Sq.Mtrs. Carpet Area (Carpet Area as defined under the provisions of the RERA)** in Wing **B** hereinafter referred to as the **"said Apartment"** in building to be known as **“SAI SASTHA CRYSTAL”** on the project land *more* particularly described in the First Schedule hereunder written.

30. The Promoter has agreed to sell the said **Apartment No.[•] on [•] floor, admeasuring [•] Sq.Ft. i.e. [•] Sq.Mtrs. Carpet Area** in Wing **B** in building to be known as **“SAI SASTHA CRYSTAL”** on the Project land to the Allottee(s) at or for the price of **Rs. [•]/- (Rupees [•] Only)** and on the terms and conditions hereinafter appearing.

31. Under Section 4 of the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer) Act,1963 read with Section-13 of the Real Estate (Regulation & Development) Act,2016 Promoter is required to execute Agreement for Sale of the said Apartment in writing being these Present and the same is required to be registered under the provisions of the Indian Registration Act,1908.

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

1. The aforesaid recital shall form an integral part of this Agreement and the same shall be read, construed and interpreted accordingly.
2. **Plan/s:** The Promoter shall construct the said building to be known as **Sai Sastha Crystal** comprising of Ground Floor + 1st to 18th and 19th (Part) upper Floors or more upper floors on the said project land and more

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First Allottee

Second Allotte

particularly described in the First Schedule hereunder written which is in accordance with the plans, designs, specifications approved and/or will be approved and/or amended by the Concerned Local Authority - Slum Rehabilitation Authority from time to time. It is agreed by the Parties hereto that the Promoter shall be entitled to make such variations and modifications as the Promoter may consider necessary for using the full potential of the said project land or as may be required by the Concerned Local Authorities- Slum Rehabilitation Authority, Municipal Corporation of Greater Mumbai / the Government using such present and future Floor Space Index (“FSI”)/ Transferable Development Rights (“TDR”) that may be available to the Promoter, from the concerned authority and/or such other global FSI/TDR that may be available to the Promoter. PROVIDED THAT the Promoter shall obtain prior consent in writing of the Allottee(s) in respect of such variations or modifications which may adversely affect area, location, shape of the Apartment which the Allottee(s) has/have agreed to purchase.

PROVIDED FURTHER that the Promoter is entitled to carry out such development and/or additional development and/or alterations and/or additions and/or modifications in the building/s constructed and/or to be constructed on the said project land, more particularly described in the First Schedule hereunder written or change the lay-out or and other amenities, facilities and/or the specifications thereof, as he may desire without consulting and/or obtaining any permission from the Allottee(s) and/or from the Society of the Allottee(s) which may be formed as envisaged in this Agreement without adversely affecting area, location, shape of the Apartment which the Allottee(s) has/have agreed to purchase. The subject matter of this Agreement is the Apartment agreed to be purchased by the Allottee(s) in the proposed building being constructed on the project land described in the First Schedule hereunder written.

3. **Purchase of the Apartment and Sale Consideration:**

i) The Allottee(s) hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee(s) the said **Apartment** No.[•] on [•] floor, admeasuring [•] Sq.Ft. i.e. [•] Sq.Mtrs. **Carpet Area** in Wing **B** as shown in the Floor Plan thereof hereto annexed and marked as **ANNEXURE “VII”**, in the building known as **”SAI SASTHA CRYSTAL”** (hereinafter referred to as "the Apartment") more particularly described in the First Schedule hereunder written for the total consideration of **Rs[•]/-** (**Rupees [•] Only**) with the certain common areas and facilities in the said

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building. The usage of the common areas and facilities shall be in common with the other Apartment Allottees/Occupants/Users. Details of the Common Areas and Facilities are set out in Third Schedule hereunder written.

The Allottee(s) is/are aware that the carpet area of the said Apartment mentioned herein is approximate and measured on a bare shell basis, which area is also indicated in the approved plans and the actual carpet area of the said Apartment upon completion of construction may vary upto 3% (approx.)

ii) **Payment Schedule:** The Allottee(s) hereby agree to pay the Sale Consideration to the Promoter as below :

Sr.No.	Stages of construction	%	Payment in Rs.
01.	Earnest Money	09%	
02.	On completion of Plinth Work	20%	
03.	On during the progress of Slabs (50%)		
i.	On completion of 1 st Slab	05%	
ii.	On completion of 3 rd Slab	05%	
iii.	On completion of 5 th Slab	05%	
iv.	On completion of 7 th Slab	05%	
v.	On completion of 9 th Slab	05%	
vi.	On completion of 11 th Slab	05%	
vii.	On completion of 13 th Slab	05%	
viii.	On completion of 15 th Slab	05%	
ix.	On completion of 17 th Slab	05%	
x.	On completion of 19 th Slab	05%	
04.	On Completion of Brick Work	04%	
05.	On Completion of Internal Plaster	04%	
06.	On Completion of External Plaster	04%	
07.	On Completion of Flooring Work	03%	
08.	On Completion of Door and Window Work	03%	
09.	On Possession of the Apartment	03%	

Prior to execution of these Present the Allottee(s) has/have paid **Rs.[●]/-** **(Rupees [●] Only)** as earnest money to the Promoter as mentioned in Payment Schedule Installment No.01 herein.

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iii) In addition to the above consideration, the Allottee(s) has/ have further agreed and accepted to pay the amount towards Value Added Tax, Service tax, Cess, Goods and Service Tax (GST) any other taxes as applicable, Stamp duty, Registration charges/ fees, deposit and charges for Society Formation, Maintenance charges, charges for Electricity connections/ Meter, Legal charges, and various other charges which has been stated under this Agreement. The Allottee/s shall also pay in addition to the total consideration any service tax, VAT/ WCT/GST/Cess or any other new levies/ tax (direct and indirect) become payable in respect of this Agreement either in future or with retrospective effect, the same shall be borne and paid by the Allottee(s) alone.

iv) The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the said building is complete and the Occupation Certificate with respect to the said Apartment is granted by the SRA, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. It is hereby agreed that if there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand additional amount from the Allottee(s) towards consideration, which shall be payable by the Allottee(s) prior to taking possession of the said Apartment and if there is any reduction in the carpet area allotted to the Allottee(s), then the Promoter shall refund the excess amount paid by the Allottee(s) or adjust the same in consideration due and payable by the Allottee/s prior to taking possession of the said Apartment. However in case such variation, the Allottee(s) shall not be entitled for any criminal/civil action to be initiated against the Promoter.

v) The Allottee(s) hereby agree to pay all the amounts (including interest) payable under the terms of this Agreement as and when it becomes due and payable, time for the payment of each installment being the essence of this Agreement. Dispatch of demand letter electronically or / and by post/ courier, shall be deemed as receipt of the same by the Allottee(s), the Allottee(s) shall not claim non receipt of the demand letter as a plea, or an excuse for non-payment of any amount or amounts on their respective due dates.

vi) Time shall be the essence of contract for all payments/deposits to be made by the Allottee(s) under this Agreement and at law. The Allottee(s) hereby agree and undertake to pay each and every installment within 10 (Ten) days of the respective due dates as mentioned herein. Without prejudice to the above, if the Allottee(s) fail/s to make the payment within a period of 15 days or mentioned in

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First Allottee

Second Allottee

the demand letters/emails, then and in such an event, the Allottee(s) agree/s to pay to the Promoter interest on all the amounts outstanding under the terms of this Agreement at the rate of 18% per annum until the realization of cheques/payment. Provided that, payment of interest shall not save the termination of this agreement by the Promoter on account of any default/ breach committed by the Allottee(s) in payment of any outstanding amount and/or on account of any default/breach committed by the Allottee(s) of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Promoter will be first appropriated towards interest receivable by the Promoter.

vii) The total price is escalation free, save and except escalations/increases, due to increase of development charges payable to the competent authority/concerned authority and/or any other charges which may be levied or imposed by the competent authority, local bodies and government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, costs or levies imposed by the competent authority, local bodies and government etc. the Promoter shall enclose the said Notification/ Order/ Rule/Regulation etc. published/issued in that behalf to that effect alongwith the demand letter issued to the Allottee(s), which shall only be applicable on subsequent payments.

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

ix) The Allottee(s) further agree/s, declare/s and undertake/s that in the event of delay in payment of any installment or any other amount under this agreement or otherwise, the Promoter shall be entitled to raise, recover and receive the amount of interest at any point of time.

x) The total consideration as mentioned in and the deposit charges mentioned herein be paid by the Allottee(s) has been calculated inter alia on all the authorities, permissions and on the basis that the Allottee(s) has/have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions as may be permissible under the provisions of law. In the event that the Allottee(s) withdraw/s his/her/their consent or in the event the validity of the same is challenged, then the amount of sale consideration shall

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automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Promoter.

4. **Declarations and Representations by the Promoter:**

The Allottee/s hereby declares that before execution of this Agreement, the Promoter has made full and complete disclosure and the Allottee/s has taken full, free and complete inspection of particulars and disclosure of the following:-

- (a) The entire Wing-A is rehab Wing to accommodate existing occupants and Ground Floor of Wing-B to accommodate existing non-residential occupants
- (b) The entire Wing-B except Ground Floor is free sale component, which the Promoter is entitled to sell;
- (c) nature of Promoter's title to the said project land described in the First Schedule hereunder written and all encumbrances, if any, thereto, along with all relevant documents.
- (d) all plans and specifications duly approved and sanctioned by the Slum Rehabilitation Authority;
- (e) nature and particulars of fixtures, fittings and amenities to be provided in the building to be constructed on the said project land;
- (f) all particulars of design and materials to be used in construction of the building on the said project land;
- (g) the nature of Organization of persons to be constituted and to which the title is to be passed on being a Co- operative Housing Society governed by the Provisions of the Maharashtra Co-operative Societies Act,1960/Limited Company.
- (h) the various amounts that are to be paid interalia towards the Ground Rent, Revenue, Assessment, Municipal and other taxes and Water and Electricity charges, including Water Deposit and Electricity Deposits as are for the time being in force.

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(i) the Promoter shall be constructing a building named as **Sai Sastha Crystal** on the said project land described in the First Schedule hereunder written consisting of Ground Floor + 1st to 18th and 19th (Part) upper floors and if permitted additional floors.

(j) the Allottee/s are aware that the Promoter is constructing composite building for rehabilitation of Occupants on the said project land and the Occupants on the said project land have formed separate Co-operative Housing Society viz. **“JAI HANUMAN SRA Co-operative Housing Society Ltd.”**.

(k) the nature of the building to be constructed on the said project land is composite comprising of Rehab and Sale wings. Therefore there are some common facilities between the Rehab Component and Sale Component such as Fire Fighting Water Tank on ground floor, Septic Tank, Parking arrangements etc.

(l) As per the rules of the Planning Authority and Maharashtra State Electricity Distribution Company Ltd. (MSEDCL), the provision for Electric Transformer or Substation has to be made in the said development project. Therefore some portion of the said Project land shall be leased out to MSEDCL as per its regulations.

(m) The Promoter declares that there are no suits, proceedings or litigations pending in any court of law or before any of the government authorities in respect of the said project land or S.R. scheme.

(n) No government dues are pending in respect of the said project land.

(o) There is no illegal multiple sales of the residential and commercial Apartments proposed to be sold to the Allottee(s) in the said development project.

As per the clauses mentioned in the Intimation of Approval issued by the SRA, the Promoter hereby declares that :

(p) The Nos. of Car parking spaces are approved vide the norms / parameters of Rule 33(10) within the Development Control Regulation,1991 of Greater Mumbai by the Slum Rehabilitation Authority. Inadequate maneuvering space for Car Parking has been approved within the framework of DCR in the said building to be constructed on the said project land. Therefore no complaints/claims/damages/risks will be made against CEO (SRA) and its staff as well as the Promoter in this regard.

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(q) Inadequate/sub-standard sizes of rooms have been approved by the SRA in the said building to be constructed on the said project land due to the planning constraints. The Allottee(s) (buyers) shall not hold liable to SRA as well as the Promoter for Inadequate/sub-standard sizes of rooms in future.

(r) The SRA has approved composite building plans allowing deficiency in open spaces by charging open space deficiency charges. The Allottee(s) (buyers) shall not hold liable to SRA as well as the Promoter for deficiency in open spaces in composite building.

(s) The SRA has approved electro-mechanical i.e. Puzzle Parking System in the said building to be constructed on the said project land. The Allottee(s) (buyers) shall not hold liable to SRA as well as the Promoter for failure of such electro-mechanical parking system in future.

The Allottee(s) hereby declare/s that after reading and having understood the contents of the aforesaid declarations / disclosures made by the Promoter as aforesaid, the Allottee(s) with full knowledge thereof entered into this Agreement.

5. Rights of the Promoter in respect of FSI, TDR and development potentiality with respect to proposed and further development of the said project land and the Allottee(s) irrevocable consent/s for the same:

(i) The Promoter hereby declares that the Floor Space Index available in respect of the said project land on which the said building i.e. (the building and land appurtenant thereto) is to be constructed shall be the Floor Space Index as shall be available in accordance with the SRA Scheme or vide Rule 33(10) within D. C. Regulations, 1991 for any other schemes in respect of the said project land described in the First Schedule hereunder written after making a provision for the FSI consumed or to be consumed in the building. The balance Floor Space Index shall be consumed on the said project land described in the First Schedule hereunder written (i.e. Land beneath the building and the area appurtenant thereto) and that no part of the said Floor Space Index has been utilized by the Promoter elsewhere for any purpose whatsoever. The residual F.A.R.(FSI) in the plot or the layout not consumed will be available to the Promoter till the transfer of the said project land and completion of entire Project. The Allottee(s) shall not have any objection for the same.

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- (ii) The Promoter shall be entitled to consume Fungible F.S.I. available on the said project land and shall for the purpose be entitled to amend, alter or modify the sanctioned plans. However, the amendment/alteration or modification carried out by the Promoter shall not adversely affect the area, location and shape of the Apartment agreed to be purchased by the Allottee(s).
- (iii) The Promoter shall be entitled to consume any additional FSI to be made available due to new policies announced under existing Development Control Regulations,1991 of Greater Mumbai or new Development Control Regulations, Draft Development plans,2034 and/or such F.S.I. as may be available from any sources in respect of the said project land described in the First Schedule to construct extensions and/or additional floors as the Promoters may think fit and proper.
- (iv) The Promoter shall be entitled to consume such balance and/or additional F.S.I. by constructing tenements to sell such tenements for such permissible use as the Promoter may think fit and proper to any person or persons for such consideration as the Promoter may in their absolute discretion deem fit and proper.
- (v) The Promoter shall also be entitled to consume additional F.S.I. and/or balance available under D.C. Rules or by any special concession being granted by the Slum Rehabilitation Authority or any other authorities including the F.S.I. available in lieu of the road widening, set back, reservation etc.
- (vi) The Allottee(s) and/or the Society or Association of Society or Limited Company of the Allottee(s) of all the residential and commercial Apartments shall not raise any objection on any ground as to the Promoter's rights, reserved hereunder.
- (vii) The Allottee(s) and all the other Allottee(s) of the residential and commercial Apartments in the said building shall not have any right, title, claim or interest in respect of the F.S.I. as stated above, open spaces, parking spaces, common areas, and that the rights of the Allottee(s) is/are confined only to the Apartment agreed to be sold.

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Second Allottee

(viii) Irrespective of the possession of the Apartments being given to the Allottee(s) and/or the management being given to the Ad -hoc Committee or the residential and commercial Apartment Purchasers the rights under this clause and/or under this Agreement reserved for the Promoter for exploiting the potentiality of the project land described in the First Schedule hereunder written shall be subsisting and shall continue to vest in the Promoter till the conveyance is executed and the Promoters shall be entitled to execute the Conveyance or procure the Deed of Conveyance reserving such rights in the said project land in favour of the Promoters as may be outstanding at the time of execution of such document of transfer.

(ix) The Promoter is fully entitled to TDR if any generated from the said Slum Rehabilitation Scheme and free to consume the same on any other project land and/or to sell such TDR to any person or persons/firms etc. for such consideration as the Promoter may in their absolute discretion deem fit and proper.

(x) The Allottee(s) expressly consent/s and confirm/s the irrevocable and unfettered right of the Promoter to construct the said building and other structures (if any) on the said project land and/or additional floors on the said building being constructed/ to be constructed in the future as on the said Property in the manner as per the permissions / approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable No Objection ("NOC") consent, permission given by the Allottee(s), under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment shall be deemed to have been complied herewith, to the same as long as the total area and the location of the said Apartment is not reduced.

(xi) The Allottee(s) hereby further agree/s and covenants with the Promoter to sign and execute all papers and documents in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the said building/s in accordance with the said plans relating thereto or such other plans with such additions and alterations as Promoter may in his sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the Slum Rehabilitation Authority or any other appropriate authorities in that behalf as well as for the construction of such building/s on the said Project land upon or after the grant of such approval or sanction relating thereto provided the area and location of the said Apartment agreed to be purchased by the Allottee(s) is/ are not in any manner adversely affected. The Allottee(s) agree/s that the said consent is irrevocable.

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(xii) The Allottee(s) agree/s and gives his/ her/ their irrevocable consent/s to the Promoter for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property, including the layout plans, designs and elevations etc. which are made available either at the Promoter's office or on the website of the Real Estate Authority. Further, the Promoter shall not be required to obtain consent in the following events:

- a) any minor additions or alterations,
- b) any additions or alterations to common areas, facilities etc.
- c) any additions or alterations, modifications in compliance of any direction or Order issued by the Competent Planning Authority or Statutory authority under any law of the State or Central Government.
- d) any additions or alterations/modifications for the consumption of Fungible FSI or any additional FSI to be made available due to new policies announced under existing Development Control Regulations or new DCR, Development Plan, 2034 and/or due to the directions of SRA and/or any other such authority from time to time or as required by various rules and regulations.

(xiii) The Allottee(s) irrevocably agree/s not to obstruct and/ or raise any objections whatsoever and/or interfere with the Promoter for carrying out amendments, alterations, modifications, variations as aforesaid or to the further building/s plans, if any, in respect of one or more floors, and/ or building to be developed and/ or constructed that are permissible as per the provisions of law.

(xiv) **Promoter's other rights :**

The Promoter will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity etc. available in the said Apartment to which the Allottee(s) shall not have any right to object, and it is expressly agreed that the Promoter shall be entitled to put a hoarding or give on lease site for cell base station and telecom towers on the said Project land or on the Buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Promoter is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the building/s as the case may be and the Allottee(s) agree/s not to object or dispute the same. The Allottee(s) shall not be entitled to raise any objection or claim or any abatement in the price of the said Apartment agreed to be acquired by him/ her/ them and/ or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter. The Promoter shall be entitled to install its logo in one or more places in or upon the building/s and the Promoter reserves to itself full and free

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right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

(xv) The Allottee(s)/Society/Limited Company/Association, as the case may be when formed, shall not be entitled to charge the Promoter, or his nominee or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for use of such terrace, compound walls, display or advertisements or hoarding etc. for the purpose mentioned hereinabove.

(xvi) The Promoter shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said Project land and/ or the Building, provided that the same does not in any way materially prejudice the right of the Allottee(s) in respect of the said Apartment which is agreed to be sold to the Allottee(s).

(xvii) Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Allottee(s) confirms and consents that the Allottee(s) has/have purchased the said Apartment solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.

6. **Obligations of the Promoter :**

(i) 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 concerned local authority i.e. Slum Rehabilitation Authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtained from the Concerned Local Authority Occupation and/or Completion Certificates in respect of the said Apartment.

(ii) Time is essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee(s) and common areas to the Association of the Allottee(s) after receiving Occupancy Certification or Completion Certificate or both as the case may be.

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(iii) The Promoter shall help to form a Co-operative Society under the Provisions of the Maharashtra Co-operative Societies Act, 1960 comprising of all the Allottee/s or Association of Society and/or a Limited Company governed by the Provisions of the Companies Act, 1956 or Condominium of Apartments Owners to be governed by the Provisions of the Maharashtra Apartments Ownership Act, 1970;

7. **Car Parking:** The Promoter has provided parking spaces in the form of Puzzle Parking as per the approval granted by the Planning Authority i.e. Slum Rehabilitation Authority. The said approval is based on the parameters of the Rule 33(10) of DCR,1991 of Greater Mumbai. Therefore the Allottee/s shall not complain about the inadequacy of the Parking spaces. Further the Promoter shall handover all the Parking spaces to the Society and/or Association of Society or a Limited Company to be formed of the Allottees of the sale component. It will be at the Society's discretion to allot or distribute such parking spaces to its members. The Promoter shall not be responsible for such allotment or distribution of the available parking spaces.

8. **Possession Date, Default in payment of Consideration and other charges by the Allottee, Delays and Termination:**

(a) The Promoter shall give possession of the Apartment to the Allottee(s) on or before **30th day of December,2020**. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of possession of the said Apartment on the aforesaid date, if the completion of the building in which the Apartment is to be situated is delayed on account of any or all of the following factors (Force majeure events):

- (i) War, Civil commotion, Flood, Drought, Fire, Cyclone, Earth Quake, act of God or any calamity by nature affecting the regular development of the Project.
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/Court.
- (iii) Any Stay order/ injunction order issued by any Court of Law, Tribunal, Competent Authority, SRA, MCGM, Statutory Authority, High Power Committee etc.
- (iv) Any delay by the concerned authorities like-SRA, MCGM during the process of approvals required for the said S.R. Scheme or performing their obligations on their part required to complete the said S.R.Scheme. Any other circumstances that may be deemed reasonable by the Authority.

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(b) If the Promoter fails to abide by the time Schedule for completing the said building and for handing over the said premises to the Allottee on the possession date (save and except for the reasons as stated in Clause 8(a i) above, then the Allottee shall be entitled to either;

(i) The Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by courier / e-mail / registered post A.D. at the address provided by the Promoter (**"Allottee Termination Notice"**). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 45 (forty five) days from the date of receipt of the Allottee Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest at the rate of 18% per annum thereon to be computed from the date the Promoter received such amount/part thereof till the date such amounts with the interest are duly repaid provided a valid Deed of Cancellation of the said Apartment is duly executed and registered to give effect to the above termination before making any refund. On such repayment of the amounts by the Promoter (as stated in this Clause), the Allottee shall have no claim of any nature whatsoever against the Promoter and/or the said Apartment and/or the and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and the Promoter shall be entitled to deal with and/or dispose of the said Apartment in the manner it deems fit and proper; OR

(ii) If the Allottee does not intend to withdraw from the Real Estate Project, then the Promoter shall pay interest at the rate of 18% per annum for every month of delay from the Possession Date, on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over the possession of the said Premises by the Promoter to the Allottee;

(c) In case the Allottee(s) elect/s his/her/their remedy under Sub-Clause b(ii) above then in such a case the Allottee(s) shall not subsequently be entitled to the remedy under Sub-Clause b(i) above.

(d) If the Allottee(s) fail/s to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee(s) shall pay to the Promoter interest at the rate of 18% per annum on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

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Proprietor

First Allottee

Second Allottee

(e) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 8(d) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee(s) committing default in payment on the due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or the Allottee committing 3(three) defaults of payment of the installments of the Sale Consideration, the Promoter shall be entitled to, at its own option and discretion, terminate this Agreement. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee (**"Default Notice"**), by courier / e-mail / registered post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee (**"Promoter Termination Notice"**), by courier / e-mail / registered post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub Clause, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Apartment in the manner as the Promoter may deem fit without any reference or recourse to the Allottee; and (ii) the Promoter shall be entitled to adjust and recover from the Allottee (a) pre-determined and agreed liquidated damages equivalent to 10% of the total consideration towards liquidated damages along with any losses that may accrue to the Promoter, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination, (b) brokerage fees (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Promoter Termination Notice, (d) the amount of interest payable by the Allottee in terms of this Agreement from the date of default in payment till the date of Promoter Termination Notice as aforesaid. Further, upon termination of this agreement, the Promoter shall not be liable to pay to the Allottee any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. Within a period of 45 (forty five) days of the Promoter

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Termination Notice, the Promoter shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Allottee simultaneously, with the Promoter and the Allottee executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee entirely. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Apartment and that the receipt of the said refund by cheque from the Promoter by the Allottee by registered post acknowledgement due at the address given by the Allottee in these presents whether the Allottee(s) accept/s or encash/s the cheque or not, will amount to the said refund and the refund amount accepted by the Allottee is in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Apartment.

9. **The Internal and Common Amenities/Facilities:** The internal fittings and fixtures in the said Apartment that shall be provided by the Promoter as well as the common areas, facilities and amenities in the said Project are listed in **Third Schedule** hereunder written.

10. **Procedure for taking Possession:**

(i) The Promoter upon obtaining the Occupancy Certificate from the Competent Authority and all the payments made by the Allottee(s) as per the Agreement shall offer in writing the possession of the Apartment to the Allottee(s) in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Allottee(s) agree/s to pay the maintenance charges as determined by the Promoter or Association of Allottee(s), as the case may be. The Promoter on his/its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

(ii) The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy.

(iii) **Failure of the Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per Clause 10(i), the Allottee(s) shall take possession of the Apartment from the Promoter after executing necessary indemnities, undertakings and such other documentations as prescribed under this agreement, laws and rules as well as by the Promoter and

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the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time prescribed in Clause 10(i) above, such Allottee(s) shall continue to be liable to pay maintenance charges and other dues as applicable and shall be decided by the Promoter.

(iv) Within 15 days of the receipt of the Possession Notice, the Allottee(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said land and building/s namely local taxes, betterment charges or development charges (by whatever name it is called) or such other levies by the concerned Local Authority and/or Government, Water charges, Insurance, Common lights, Repairs and Salaries of clerks, Bill Collectors, Chowkidars, Sweepers and all other expenses necessary and incidental to the management and maintenance of the said Project land and building/s and Apartment. The Allottee(s) shall also be liable to bear and pay proportionate share (i.e. in proportion to the floor area of the said premises) the maintenance and other outgoings in respect of the common areas, amenities and facilities. Till the Society/ Limited Company is formed and the said land and building/s transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter/the Society provisional monthly contribution of **Rs.[.]/- Rupees[.]/- (approximately)** towards the aforesaid outgoings. The Allottee(s) shall pay an amount equivalent to **twelve** months provisional monthly contribution and outgoings in advance on or before taking possession of the said Apartment and thereafter, the Allottee(s) shall pay such provisional contribution quarterly on the 5th day of each and every quarter in advance and shall not withhold the same for any reason whatsoever. The Allottee(s) hereby agree to pay interest at the rate of 21% per annum on any delayed payment of the amount(s) of his/her/their proportionate share of Municipal taxes, maintenance charges and other outgoings as mentioned hereinabove from the date of intimation of such amount(s) payable by the Allottee(s) till payment. The amounts so paid by the Allottee(s) to the Promoter shall not carry any interest and remain with the Promoter until a Conveyance is executed in favour of the Society or Association of Society or a Limited Company as aforesaid. Subject to the provisions of section 6 of the said Act, on such Conveyance being executed, the aforesaid deposits (less deduction provided for this Agreement) shall be paid over by the Promoter to the Society or Association of Society or the Limited Company as the case

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may be. All the deposits payable to the Municipal Corporation of Greater Mumbai or the M.S.E.D.C.L. for Water connection and Electricity charges or I.O.A deposit, Layout deposit or permanent deposits in respect of the said Apartment which become payable shall be paid or reimbursed to the Promoter by the Allottee(s).

(v) The Allottee shall before delivery of the possession of the said Apartment deposit the following amounts with the Promoter:

- (a) Rs.[•]/- Rupees[•]/- for Legal charges (not to be accounted).
 - (b) Rs.[•]/- Rupees[•]/- for Share money, Application, Entrance fee of the Society or Limited Company (not to be accounted).
 - (c) Rs.[•]/- Rupees[•]/- for formation and registration of the Society or Limited Company (not to be accounted).
 - (d) Rs.[•]/- Rupees[•]/- for reimbursement of the amount towards permanent deposit for Development Charges, Electricity, Water as well as Sub-station deposits and other deposits paid to the various Authorities. (not to be accounted)
 - (e) Rs.[•]/- Rupees[•]/- for 12 months to meet the provisional monthly contribution towards outgoings of the Society.
- (vi) The above amounts are not refundable and no accounts or statements will be required to be given by the Promoter to the Allottee(s) in respect of the above amounts deposited by the Allottee(s) with the Promoter save and except for amount received under Clause No.10(v) (e) above.
- (vii) Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the Share capital for the promotion of the Co-operative Society or towards the out goings, and shall utilize the amounts only for the purposes for which it have been received.
- (viii) The Legal charges shall include all the legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with the Agreement, the transaction contemplated hereby, the formation of the Society, for preparing the rules,

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regulations and bye-laws of the Society and the cost of preparing and engrossing the Society Transfer and other deeds, documents and writings.

11. **Representations and warranties of the promoter:**

(i) The Promoter has clear and marketable title with respect to the Project Land as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;

(ii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project Land and shall obtain requisite approvals from time to time to complete the development of the Project;

(iii) There are no encumbrances upon the Project Land or the Project except those disclosed in the Title Report;

(iv) There are no litigations pending before any Court of Law with respect to the Project Land or Project except those disclosed in Title Report;

(v) As approvals, licences and permits issued by the Competent Authorities with respect to the Project, Project Land or the said Building/Wings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, Licenses and permits to be issued by the Competent Authorities with respect to the Project, Project Land and said Building/Wings shall be obtained by following due process of law and the Promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building/ Wings and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or things whereby, the right, title and interest of the Allottee created herein may prejudicially be affected;

(vii) The Promoter has not entered into any Agreement for Sale and/or Development Agreement and any other Agreement/arrangement with any person or party with respect to the Project Land, including the Project and the said [Apartment/Plot] which will in any manner affect the rights of the Allottee and this Agreement;

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- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed of the structure to the Association of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;
- (x) The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect to the said Project to the Competent Authorities;
- (xi) No Notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice of acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Project Land and/or Project except those disclosed in the Title Report.

12. **Defect Liability Period :**

- (i) If within a period of **five years** from the date of handing over the **Apartment** to the Allottee(s), the Allottee(s) bring/s to the notice of the Promoter any structural defect in the Apartment or the building in which the said Apartment is situated or any defects on account of workmanship; quality or provision of service then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects then the Allottee/s shall be entitled to receive from the Promoter reasonable compensation for such defect in the manner as provided under the Act.
- (ii) Provided however, that the Allottee(s) shall not carry out any alterations of the whatsoever nature in the said Apartment of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Allottee(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet

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and kitchen, which result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

(iii) That it shall be the responsibility of the Allottee(s) to maintain his/her/their unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

(iv) Further where the manufacturer warranty as shown by the Promoter to the Allottee(s) ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same.

(v) That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius (20°C) and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

(vi) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee(s), it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

13. The Allottee(s) shall use the Apartment or any part thereof as agreed to be sold by the Promoter to the Allottee(s) for residential/commercial purpose only or any other lawful purpose.

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14. **Formation of the Society :**

(i) The Promoter shall take steps for the formation of the Society under the Maharashtra Co-operative Societies Act,1960/Condominium under the MOA Act in respect of the building as per the provisions of applicable law.

(ii) After the Promoter has completed entire development and have sold all apartments in the said buildings, the Allottee(s) along with other Allottee(s) of Apartments in the building shall join in forming and registering the Society and/or Association of Society or a Limited Company to be known as “**Sai Sastha Crystal**” or by such name as the Promoter decides any for this purpose also 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 the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly filled in, sign and return to the Promoter within 10 days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the Organization of the Allottee/s under the provisions the Maharashtra Co-operative Societies Act,1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules. No Objection shall be taken by the Allottee(s) if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

(iii) In the event of the Society or the Limited Company being formed and registered before the sale and disposal by the Promoters of all the Premises in the building to be constructed on the said project land, the power and authority of the Society so formed or that of the Allottee(s) and the Allottee(s) of other premises in the building shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said building, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoter shall have absolute authority and control as regards the unsold premises/parking space/terraces and the disposal thereof. It is agreed by the Allottee(s) that neither the Allottee(s) nor the Society/Body of the Allottee(s) shall claim any payment of taxes/outgoings in respect of such vacant apartments which are unsold and the possession thereof is with the Promoter. However the Promoter may pay the same to the concerned authorities. In case the Society is formed before the disposal by the Promoter of all the premises then the Promoter

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shall at its option (without any obligation) join in as a member in respect of such unsold Apartments/premises and as and when such apartments/premises are sold the Society shall be liable to admit such Purchaser as its members without charging any premium/ transfer fees or extra payment of any nature whatsoever.

(iv) The nature of the building constructed on the said Project land is a composite and therefore there are some common facilities and amenities between the Rehab and Sale component. The Society of the sale component shall maintain such common facilities in mutual understanding with the Rehab Society by sharing such maintenance charges in its respective proportion.

(v) The Promoter shall, even after formation of the said Society be entitled to deal and dispose off such unsold residential and commercial apartments as per its choice and on such terms and conditions and consideration as the Promoters may deem fit and proper.

15. The Allottee(s) with the intention to bind and bring in all the persons into whosoever hands the said Apartment and/or its rights, entitlements and obligations under this Agreement may come, doth hereby covenant with the Promoter as follows:

(a) To maintain the said Apartment at Allottee(s)' own cost any good tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or suffered to be done anything in or to the building in which the said Apartment is situated, staircase or any passages which may be against the rules, regulations or byelaws or concerned Local or any other Authority or charge/alter or make addition in or to the building in which the said Apartment is situated and the said Apartment itself or any part thereof.

(b) Not to store in the said Apartment 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 Apartment 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 its upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of

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negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach.

(c) To carry at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition state and order in which it was delivered by the Promoter to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated or the said Apartment which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee(s) committing any act in contravention of the above provision, the Allottee(s) 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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or to make other structural members/changes in the said Apartment without the prior written permission of the Promoter and/or the Society.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project land and the building in which the said Apartment 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 said Apartment in the compound or any portion of the said Project land and the building in which the said Apartment is situated.

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(g) Pay to the Promoter within 7 days of demand by the Promoter, his/her/their share of Security deposit demanded by concerned local authority or Government authority for giving water, electricity or any other service connection to the building in which the said Apartment is situated.

(h) Not to change the user of the said Apartment without the prior written permission of the Promoter and the Society and the concerned government authority.

(i) The Allottee(s) shall not let, sub-let, transfer, assign or part with Allottee(s)' interest or benefit under this Agreement or part with the possession of the said Apartment until he/she/they has/have paid to the Promoter all the amounts due and payable under this Agreement only if the Allottee/s had not been guilty of breach of or non-observance or performance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoter and obtained a prior written No Objection or consent of the Promoter in advance.

(j) The Allottee(s) shall observe and perform all the rules and regulations or bye-laws which the Society / ultimate Transferee of the said properties may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for protection and maintenance of the said building and the said Apartment therein and for the observance and performance of the building rules/ regulation and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Allottee(s) shall also observe and perform all the stipulation and conditions laid down by the Society/ Limited Company regarding the occupation and use of the said Apartment and the common areas and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of this Agreement.

(k) The Allottee/s has to pay his/her/their share towards maintenance or repair charges of common facilities between the Rehab Component and Sale Component such as Fire Fighting Water Tank on ground floor, Septic Tank, Parking arrangements etc. to maintain and/or repair such facilities in co-ordination with the Rehab Society known as **“Jai Hanuman SRA Co-operative Housing Society Ltd.”**

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(l) The Allottee(s) and/or the Society of the purchasers shall not encroach or misuse the space leased out to the MSEDCL as per the rules and regulations of the MSEDCL as well as the planning authority. In case of breach of this condition, the Allottee(s) and/or the Society shall be responsible for the consequences arising out of the same and the Promoter shall not be responsible in any way.

(m) Until a Conveyance or Transfer Deed is executed and the entire project is declared by the Promoter as completed the Allottee(s) shall permit the Promoter and his surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said properties and buildings to or any part thereof to view and examine the state and condition thereof.

(n) The Allottee(s) hereby agrees that in the event any amount by way of deposit or premium or betterment charges or development charges or any tax or levies of payment of a similar nature becoming payable by the Promoters to the Municipal Corporation, S.R.A or to any other authority in respect of development of the said project land as more particularly described in the First Schedule hereunder written or in respect of the said building and other buildings constructed and/or being constructed thereon the same shall be reimbursed to the Promoters in proportion to the area of the said premises agreed to be purchased by the Allottee(s) bears to the area of the said building and/or buildings and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Allottee(s).

(o) Not to enclose the passages, if any, forming part of the said Apartment without the previous written permission of the Promoter and/or the said Society and of the SRA/MCGM and other concerned authorities;

(p) Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, facade and/or elevation of the said building in any manner whatsoever;

(q) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Apartment/building in any manner whatsoever; The Allottee shall not at any time do any work in the said Apartment, which would jeopardize the soundness or safety of the said building or prejudicially affect the same;

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(r) To use the passenger lifts in the said building for the period and in accordance with the rules and regulations framed by the Promoter or the Society, from time to time. The Allottee(s) shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said building including the said Apartment;

(s) To pay all amounts agreed or liable to be paid by the Allottee(s) pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee(s) to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee and shall keep the Promoter indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoter by reason of non-payment non-observance and/or non-performance thereof;

(t) The Promoter shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the un-disposed premises in the said Building but the Allottee(s) will pay all such charges without any dispute;

(u) Neither the Allottee(s) nor the Society, as and when it is formed shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Promoter under this Agreement, the or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned herein, and the Allottee and the said Society, as and when it is formed, shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same;

(v) In the event Allottee(s) would carry out any unauthorized construction / modification or has caused any damage to the said Apartment or any portion of the said building or any structure, facility or amenity on the said Project land, then the Allottee(s) shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoter, the said Society and/or the concerned government, local or public bodies or authorities in that regard;

(w) The Allottee(s) shall indemnify and keep indemnifying the Promoter towards/against any actions, proceedings, costs, claims and demands in

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First Allottee

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respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee.

16. **Transfer of title to the Society:**

(i) The Promoters shall in accordance with the Real Estate (Regulation & Development) Act, 2016 and other related laws cause to be transferred to the Society or Association of Society and/or Limited Company the said project land described in the First Schedule hereunder written together with the building/s in favour of such Society or Association of Society within the time limit prescribed under the applicable law. It is clarified that on the conveyance being executed in favour of the Society or Association of Society, the rights reserved to the Promoter under this Agreement shall continue to vest in the Promoter and the Transferee shall not get or have or claim any better rights than the rights to be granted under this Agreement and that necessary covenant protecting such rights of the Promoter shall be incorporated in the Deed of Conveyance that may be executed in favour of the Society of Allottee/s.

(ii) It is clarified that the nature of the building constructed on the said Project land is composite comprising of Rehab Component and Sale Component. Considering component nature of the building, there are some common amenities/facilities in the Rehab and Sale components. There is no possibility of sub-division of the said project land due to composite nature of building. However it is not permissible or feasible to give building wise Conveyance then at the sole discretion of the Promoter, Conveyance shall be executed of the entire property in favour of both the Societies i.e. Rehab and Sale depicting their respective FSI shares in the said project land as per the sanctions/approvals obtained from the concerned authorities.

(iii) All internal common amenities and facilities and the infrastructure of the said project land and maintenance thereof shall be made by the Rehab and Sale Societies. It is agreed that all the expenses that may be required to be incurred for the purpose of the maintenance of common amenities shall be borne and paid by the Allottee/s of the said buildings in accordance with the mutual understanding arrived between the Rehab and Sale Societies.

(iv) At the time of execution of the document of title the Allottee/s shall pay to the Promoter the Allottee/s' share of Stamp duty and Registration

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charges payable, if any, to be paid by the said Society or Limited Company on the Conveyance or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the Society or Limited Company.

(v) If the Promoter has any unsold Apartments shall be the exclusive property of the Promoter herein even after the conveyance of the title in favour of the Society and neither the Allottee/s nor any Body of Allottee/s or the Society shall have any claim or shall be entitled to claim any rights therein.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant demise or assignment in law of the said Apartments or of the said plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces will remain the property of the Promoter until the said structure of the Building is transferred to the Society/Limited Company or other body and until the Project Land is transferred to the Apex Body/Federation as hereinbefore mentioned.

18. **Promoter shall not mortgage or create any charge:**

After the Promoter executes this Agreement, he shall not mortgage or create any charge on the [Apartment] and if any, such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee, who has taken or agreed to take such Apartment.

19. **Binding effect:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules alongwith the payments due as stipulated in the Payment Plan at Clause No.3 (ii) within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar of Assurances for its Registration

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as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation, whatsoever.

20. **Entire Agreement:**

This Agreement along with its Schedules and Annexures, 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 Apartment.

21. **Rights to amend:**

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

22. **Provisions of this Agreement applicable to Allottee / subsequent Allottees:**

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

23. **Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24. **Method of calculation of proportionate share wherever referred to in the Agreement:**

Wherever in this Agreement is stipulated that the Allottee has to make any payment in common with other Allottee(s) in Project, the same shall be in

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Proprietor

First Allottee

Second Allottee

proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

25. **Further Assurance:**

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.

26. **Place of Execution:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s office or at some other place, which may be mutually agreed between the Promoter and the Allottee(s) in Mumbai City and/or Mumbai Suburban after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub-Registrar of Assurances. Hence, this Agreement shall be deemed to have been executed at Mumbai.

27. The Allottee and/or Promoter shall present this Agreement as well as the Conveyance/Assignment of Lease at the proper registration office of Registrar within the time limit prescribed by the Registration Act,1908 and the Promoter will attend such office and admit execution thereof.

28. That 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 or the Promoter by Registered Post A/D. and notified email ID/by Courier at their respective addresses specified below:

Name of Allottee(s) : [●]
Allottee’s Address : [●]
[●]
[●]

Notified Email ID : [●]

Name of Promoter : **M/s. SAI SASTHA ENTERPRISES**
M/s.Sai Sastha Enterprises

Promoter’s Address : 57, Sai Infotech, Patel Chowk,
R.B. Mehta Road, Ghatkopar (East),
Mumbai-400 077.

Notified Email ID : saisastha1@gmail.com

It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement by Registered Post, failing which, all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s) as the case may be.

29. **Joint Allottees:**

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/them, which shall for all intents and purposes to consider as properly served on all the Allottees.

30. **Stamp Duty and Registration:**

The charges towards Stamp-duty and Registration of this Agreement and all incidental expenses thereto shall be borne by the Allottee(s) alone.

31. **Dispute Resolution:**

Any dispute or differences between the parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such disputes/differences shall be referred to the Authority appointed as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations thereunder.

32. **Governing Law:**

That the rights, entitlement and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Laws of India as applicable in Mumbai City and Mumbai Suburban for the time being in force and the Courts of Law in Mumbai will have the exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

M/s.Sai Sastha Enterprises

Proprietor

First Allottee

Second Allottee

**THE FIRST SCHEDULE OF THE PROJECT LAND HEREIN ABOVE
REFERRED TO:**

1. All that piece and parcel of land ground situate, lying and being in the **Village: Bhandup, Taluka: Kurla, Mumbai Suburban District Tembhipada, Bhandup (West), Mumbai : 400 078** containing by admeasurements **1360.10 Sq. meters** or thereabouts and bearing **Survey No.136(Part)** corresponding to **C.T.S Nos.161,161/1 to 37 and 164,164/1 to 23** and bound as follows :- i.e. to say

On or towards the North: by C.T.S.Nos.67,455,160 & 162.
On or towards the South: by 13.40 mt. wide existing road to be widened
On or towards the East : by C.T.S.No.162 & 165
On or towards the West : by C.T.S.No.66

2. All that piece and parcel of land ground situate, lying and being in the **Village Bhandup, Taluka Kurla, Mumbai Suburban District Tembhipada, Bhandup (West), Mumbai : 400 078** containing by admeasurements **329.60 Square meters** or thereabouts and bearing **Survey No.136(Part)** corresponding to **C.T.S No.162,162/1 to 8** and bound as follows :- i.e. to say

On or towards the North : by C.T.S.Nos.158 & 159
On or towards the South : by C.T.S.Nos.164 & 165
On or towards the East : by C.T.S.No.163
On or towards the West : by C.T.S.No.161

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO:

Flat No. [●] on [●] Floor admeasuring of [●] **sq. meters.** i.e. [●] **sq. feet** (**Carpet**) in the building known as “**SAI SASTHA CRYSTAL**” i.e. Wing “**B**” of the Composite Building situate at Plot of land bearing Survey No.136(Part) corresponding to C.T.S Nos.161,161/1 to 37, 162,162/1 to 8 and 164, 164/1 to 23 of Village: Bhandup, Taluka: Kurla, Mumbai Suburban District, Tembhipada, Bhandup (West), Mumbai–400 078.

M/s.Sai Sastha Enterprises

Proprietor

First Allottee

Second Allottee

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

SIGNED, SEALED AND DELIVERED)

By the within named **"THE PROMOTER"**)

M/S.SAI SASTHA ENTERPRISES)

by the hand of its Proprietor)

Shri Rameshan Krishnan Muthathyan)

In the presence of)

1. _____).

2. _____)

SIGNED, SEALED AND DELIVERED)

by the within named **"THE ALLOTTEE/S"**)

Mr.[●] and)

Mrs.[●])

In the presence of)

1. _____)

2. _____)

R E C E I P T

RECEIVED OF AND FROM withinnamed Allottee/s **Mr.[●] and Mrs.[●]**
a sum of **Rs.[●]/-** (**Rupees [●] Only**) on or before execution of this
Present towards the earnest money in the following manner :

Date	Cheque No.	Bank & Branch	Amount
[●]	[●]	[●]	<u>Rs.[●]/-</u>
[●]	[●]	[●]	<u>Rs.[●]/-</u>
[●]	[●]	[●]	<u>Rs.[●]/-</u>
[●]	[●]	[●]	<u>Rs.[●]/-</u>

I SAY RECEIVED Rs. [●]

M/S. SAI SASTHA ENTERPRISES

PROPRIETOR

WITNESSES:

- 1.
- 2

THIRD SCHEDULE

Internal Amenities

Sr. No.	Item	Location	Specification
01.	Flooring	Living Room, Master Bed Room Other Bed Room	Vitrified Flooring
		Bathroom /W.C.	Ceramic tile flooring and ceramic tile for Dado
02.	Platform/ Framing	Kitchen Windows, Bath & W.C. doors	Black Granite Combination of White Marble & Black Granite
02.	Wood Work	Main Door Other Door	Wooden Door frame with Finish Shutter (As per CFO NOC) Wooden Door frame with Laminated Door Shutter
03.	Windows	All Windows	Aluminium Glass sliding M.S. Grills
04.	C.P./Sanitary	Bathroom / W.C.	Standard C.P. Sanitary Fittings, 01 No.Geyser
05.	Switches	Internal/ External Switches	Modular switches
06.	Internal paint	Walls and Ceiling	Plastic Emulsion Paint

Common Facilities :

- (i) Lifts of Reputed make as per requirements
- (ii) Well designed Entrance Layout with Name Plate
- (iii) Checkered Tiles Paving
- (iv) Back up for lifts and common area

Note:-

All plans, drawings, amenities, facilities, etc. are subject to the approval of the respective Authority and would be changed, if necessary. The discretion remains with the Promoters.