

AGREEMENT TO SELL

This ARTICLE OF AGREEMENT

Is made and executed at Pune on this the _____ Day of _____, in the year 20_____.

B E T W E E N

Sharada Erectors Pvt. Ltd , (CIN no.U45209PN1989PTC052171),a Company incorporated under The Companies Act 1956 , having its Registered office at 11/1 Sharada Centre Erandawane, Pune-411004 through its Director Ashlesha R. Bodas, Age: 30 years, Occupation: Business.
PAN – AACCS6028D
Aadhar No.: 882377816628

Hereinafter referred to as the **Promoter**
(which expression shall always mean and include the present partners, representatives, administrators, it's assigns and successors etc.)
of the First Part;

A N D

- 1. Mr.** -----
Age: -----, Occupation: -----
PAN: -----
Mob. No. -----
- 2. Mrs.** -----
Age: -----, Occupation: -----
Both Residing at :- -----
PAN: -----
Mob. No. -----

Hereinafter collectively referred to as “ALLOTTEE/S”
(which expression shall unless repugnant to the context or meaning thereof mean
and include his/her/their respective heirs, executors, administrators and
assigns) ... of the Second Part,

A N D

Mr. Rajeev Purushottam Bodas, Age-63 years, Occupation- Business,
Residing at- 40/13 Chaityanya Apartment, Bhonde Colony, Erandawane, Pune-
411004.
PAN- AASPB3595P
Aadhar No.: 285524513671

Hereinafter referred to as **LAND OWNER**
(Which expression shall unless repugnant to the context or meaning thereof shall
mean and include all his legal heirs, executors, administrators and assignees etc.)
Of the THIRD PART.

WHEREAS, All that piece and parcel of land situate at Mouje- Kirkatwadi, Taluka-
Haveli, Dist- Pune, bearing Gat No. 74, (old Survey No. 15/1B AND 15/1C)
admeasuring Hector 01.17 Ares and pot kharaba admeasuring Hector 00.35 Ares,
totally admeasuring Hector 01.52 Ares , assessed at Rs. 00.87 paise, which is more
particularly described in Annexure A hereunder written and herein after for the sake of
convenience and brevity is referred to as the Said Property

AND WHEREAS it appears that since 1954 the name of Mr. Ramchandra Dagadoba
Dalvi, was showed as an owner , kabjedar of the said property on 7/12 extract by
mutation entry no. 522, dated 25.8.1954. Thereafter the said Survey No. 15 was
subdivided in to 15/1A, 15/1B & 15/1C as per mutation entry no. 873 dated 8.12.1974.

The said S. No. 15/1A came to be acquired for C.W.P.R.S and thereafter the said
property became the subject matter of Gatwari Scheme and the said survey no 15/1B
& 15/1C was given Gat No. 74, and mutation entry no. 1 dated 31.10.1975 shows the
necessary details as per the Consolidation Scheme.

AND WHEREAS, in respect of the said Gat No. 74, the name of one Mr. Jaggnathrao Joshi, appeared in 7/12 extract in the column of other rights . However the said entry was "Poklist" and hence said entry was deleted and the necessary mutation entry No. 435 dated 8.3.1994 came to be effected and thereafter the said Ramchandra Dagdoba Dalvi by an Indenture of Sale dated 6.7.1995 , conveyed the said property to and in-favour of Mr. Rajeev P. Bodas the consenting party herein and the said Indenture of Sale is duly registered in the office of Sub-Registrar, Haveli No.9, Pune, at Sr. No. 4503/95. In pursuance of the said Sale Deed the necessary mutation has taken place in 7/12 extract in respect of the said property by mutation entry no. 748 showing the said Rajeev P. Bodas, the holder kabjedar/ owner of the said property and he has signed as a consenting party to this agreement.

The sons of Ramchandra Dagdoba Dalvi had orally agreed to execute a separate No objection thereby giving his consent for execution of the conveyance of the said property by his father Mr. Ramchandra Dagdoba Dalvi in favour of Rajeev P. Bodas and accordingly two NOC's have been given, executed and registered in the office of the Sub-Registrar , Haveli No. 13 Pune, on 11.7.2011 at Sr. No. 5802 and on 26.8.2011 at Sr. No. 7305/2011, and from the date of sale deed dated 6.7.1995 the said Owner is in physical possession of the said property.

AND WHEREAS the, said property falls within the Residential Zone as per the Town Planning Scheme, and the said owner has obtained necessary ULC order No.1604-SO dated 27.5.1998 for the said property.

AND WHEREAS ever since then the said property is in the actual physical possession of and stands in the name of the said Owner in the relevant & concerned documents of Govt./ Semi. Govt. and local authority.

AND WHEREAS the said Owner desired to develop the said property, by construction of multi-storied building amongst other as per the D.C. Rules applicable to Residential Zone ". and to sell the tenements on Owner ship basis as contemplated by the provision of MOFA 1963.

AND WHEREAS today the said property is in the limit of The Collector of Pune i.e town planning department/PMRDA so the rules and regulations of T.P/PMRDA are applicable to the said property but when it will goes in the limit of Pune Municipal Corporation then the rules and regulations of DC rules will be applicable.

AND WHEREAS the owner has also obtained an Order for Non Agriculture use of the said property from the Collector, Pune vide order No. PMH/NA/SR/386/12 dated 11.10.2012. It is revised vide order No. PMH/NA/SR/355/13 dated 4.1.2014, it is further revised vide order No. PMH/NA/SR/865/14, dated 5.1.2015.

AND WHEREAS the said Owner has prepared through his Architect plans for construction and had submitted the same to the Authority for approval and accordingly got sanctioned from The Assistant Director of Town Planning Pune, vide its order No. 74/SSP/2575 , dated 2.6.2012 and The Collector Pune has sanctioned the same by its order No. PRH/NASR/386/2012 dated 11.10.2012.

AND WHEREAS above referred plan is revised and is approved by The Town Planning Department vide its order No. 74/SSS/6073 , dated 18.10.2013 and Collector Pune has sanctioned the same by its order No. PRH/NASR/355/2013 dated 4.1.2014. The said plan is further revised and is approved by The Town Planning Department vide its order No. 74/SSP/4060 , dated 2.7.2014 and Collector Pune has sanctioned the same by its order No. PMH/NA/SR/865/14, dated 5.1.2015. The said plan is further revised and is approved by The PMRDA vide its order No. BHA/2427/Kirkatwadi/Gat No.74, dated 16.04.2016. The said plan is further revised and is approved by the PMRDA vide its order No. BHA/Kirkatwadi/Gat No. 74/Project No. 457/2018-19 dated 20.10.2018.

AND WHEREAS the Owner herein is unable to implement such a scheme of development on the said property of his own due to, inter-alia, lack of time and hence the Owner herein was on the look out for an expert in this field to implement the said scheme of development.

AND WHEREAS the Promoter herein has been in this field of development of the real estate for last 25 years and has the necessary resources, expertise and skill for the implementation of such scheme in that behalf;

AND WHEREAS the Promoter herein approached the Owner herein and showed it's willingness to carry out and complete such a scheme of development of the said property and the Owner considered such a request made by the Promoter. herein;

AND WHEREAS after due deliberations and discussions the Owner herein agreed and decided to allow and permit the Promoter herein to carry out and implement such a scheme of development of the said property and accordingly owner has executed a Development Agreement and an Irrevocable Power Of Attorney on 16.2.2013 to and

in favour of Promoter herein and which are registered in the office of the Sub-Registrar Haveli No.XII at Sr. No-1635/2013 AND 1636/2013 respectively, on certain terms and conditions;

AND WHEREAS the Allottee/s has/have taken the inspection of all documents of title including development agreements, title certificate issued by Promoter's Advocate Mr. Milind M. Kulkarni having office at Bunglow No. 68, Haritus, Sahakarvrinda Hsg Society, Kothrud, Pune 411038, which is annexed hereto as Annexure "I" and satisfied himself/herself/themselves about absolute and marketable title of the Consenting Party and the right of the Promoter to develop, construct and sell, assign and convey the said properties together with building to be constructed thereon including Flat/Shop/Office therein.

AND WHEREAS the Promoter herein has appointed viz. Mr. Vikas Bhandari and Mr. Dilip Kale for preparation, designing, liosening and plan passing work. Whereas the Promoter has appointed a Structural Engineer viz. Strudcom Consultants Pvt. Ltd., for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architects and the structural engineer till completion of the buildings.

AND WHEREAS, the Promoter has raised the project loan/term loan, on the said Scheme from The Housing Development Finance Corporation Ltd. Branch, Bhandarkar Road, Pune, and the Promoter has mortgaged the said property together with units to be constructed thereon to the said bank vide Mortgage Deed dated 18.11.2016 which is registered in the office of sub-registrar Haveli No.22 at Sr. No. 14643/2016. The Promoter and Allottee both hereby agree and confirm to deposit all proceeds of the consideration by way of D.D/ P.O/ Cash/ cheque to be drawn by the Allottee in name of " Sharada Erectors Pvt. Ltd. payable at _____ of Housing Development Finance Corporation Ltd. Branch, Bhandarkar Road, Pune.

AND WHEREAS the Promoter has obtained Environment clearance certificate from Environment Department, Mantralaya Mumbai, vide no. SEAC-III-2014/C.R.64/TC-3 dated 17.3.2015, the same is issued by SEAC-III under screening category 8(a) B2 as per EIA Notification 2006.

AND WHEREAS the Promoter has obtained Indian Green Building Council (IGBC) Pre Certification from IGBC Green Homes Rating, for August 2014 for the said property. The final certification for the said property will be obtained by Promoter and Allottee/society/apartment will give complete cooperation for the same. Allottee/society/apartment has to follow all the required norms to keep and maintain the said project under Green Certification.

AND WHEREAS relying on the Allottees representations and the assurances and subject to the terms and conditions mentioned in this agreement, the PROMOTER has agreed to sell and the Allottee has agreed to purchase Unit no. _____ admeasuring _____ **Sq. Ft. i.e. _____ Sq. Mtrs..** Carpet area, on _____ floor of the building No./Wing “A” being constructed on the said property together with Balcony admeasuring _____ **Sq. ft i.e _____ Sq. Mtrs.** And Terrace Area admeasuring _____ **Sq Ft ie _____Sq.Mtrs_____** together with parking admeasuring _____ **Sq. Mtrs. (Approx.) i.e. _____ Sq.Ft. (Approx.)** From the said Building, of the **Sharada Myria building No./Wing “A”** Project to be constructed / being constructed / constructed on the said Project Land, the Apartment/unit is more particularly described in the ANNEXURE- A written hereunder and delineated in red in the floor plan which is also part of the said Annexure-F, with general specifications more particularly described in the ANNEXURE-II written hereunder, which Apartment is hereinafter referred to as the said “APARTMENT”; and hereafter collectively referred to as THE SAID UNIT at or for the total consideration of **Rs._____/- (RUPEES _____ ONLY)**, which includes the proportionate price of the common areas and facilities appurtenant to the premises and the specifications, the nature, extent and description whereof is more particularly described in the ANNEXURE II written hereunder.

(For the sake of convenience of registration, smaller image of the relevant Floor Plan of building sanctioned by the Planning Authority and certified by the Architect is annexed as Annexure – D and a certified copy of sanctioned plan is separately provided to the Allottee/s). The Promoter has agreed to provide common areas and amenities/facilities for common use of the residents of the said Building and the same shall be as described in the ANNEXURE –III enclosed hereto.

AND WHEREAS the Allottee/s is/are aware of the fact that the Promoters/Owners have entered or will enter into similar and/or separate Agreement/s with several other person/s and person/s and party/s in respect of the various other units in the said building/s and/or specific rights in certain portions thereof and will not claim any rights or interest contrary thereto or in violation thereof.

AND WHEREAS relying on the Allottee's representations and the assurances the Promoters/Owners herein have agreed to sell and the Allottee/s herein agreed to purchase the said unit at or for mutually concluded and agreed lump sum consideration of Rs. -----/- (Rupees ----- only) but excluding expenses for stamp duty, registration fees, other taxes /expenses like VAT, Service Tax, GST LBT and other charges whatsoever etc. which shall be paid by Allottee/s.

AND WHEREAS the sale of the said unit is on the basis of the carpet area only. The Allottee/s agree/s not to question and challenge the said consideration the same having been settled on lump sum basis after considering all aspects and other terms of the agreement. Further the Allottee/s also agree/s that if for any reason it be held that allotment of the car park herein to the Allottee/s is not satisfactory then Allottee/s shall not be entitled to ask for refund of any amount or compensation as price herein agreed and represented is only for the said unit.

Prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs _____/Rupees _____ only)

(not exceeding 10% of the total consideration) as advance payment. as advance payment in compliance with clause 13(1) of the said Act), being part payment of the sale price/consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or earnest money deposit, or holding amount or application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s agreed to pay to the Promoter the balance of the sale price/consideration in the manner hereinafter appearing in Annexure IV;

The Allottee/s having satisfied with the specification of the said Apartment; and with the above said title documents and sanctions inspected by him, agreed to purchase

the said Apartment from the Promoter and the Promoter agreed to allot the same to the Allottee/s for and at the price hereinafter mentioned;

The Promoter has registered the said Project under the provisions of the said Act with the Real Estate Regulatory Authority 2016.

Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and to register the said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the said Apartment and the parties hereto therefore have executed this Agreement for sale to witness the terms and conditions thereof and in compliance with Section No.13 of the said Act, as under:-

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

1) Definitions: The parties hereto agree and confirm that the terms 'Said Property' referred in this Agreement anywhere agreed and admitted to mean & include;

a. Land- All that piece and parcel of land situate at Mouje- Kirkatwadi, Taluka- Haveli, Dist- Pune, bearing Gat No. 74, (old Survey No. 15/1B AND 15/1C) admeasuring Hector 01.17 Ares and pot kharaba admeasuring Hector 00.35 Ares, totally admeasuring Hector 01.52 Ares , assessed at Rs. 00.87 paise,

b. along with the rights to use and utilize present and future FSI/FAR available against the land described in Annexure A written hereunder, and Transferable Development Rights available against the land described in Annexure A written hereunder and to use the same elsewhere and use and load the Transferable Developments Rights upon the land described in Annexure A written hereunder and along with the rights to use and utilize the increased/ additional FSI available in respect of the land described in Annexure A, written hereunder as and when the same becomes available due to change in rules, new policies or otherwise.

c. along with right to use FSI which will be available against the land which will be amalgamated in the said land and to utilize the same on the aforesaid area by constructing tower.

2) The PROMOTER shall construct THE SAID UNIT on the said property in accordance with the plans, designs, and specifications and revised plans approved and as will be, by the concerned Local Authority and which have been seen and approved by the Allottee. The PROMOTER shall however be entitled to make any variations, alterations or amendments in the said plans, designs and specification of the said building in any manner what so ever including amalgamation, sub-division, granting of any rights, privileges, benefits of easements by way of right of way and access to draw, lay, install any connection or services such as water, drainage, sewage, electricity etc., for the more beneficial use and enjoyment of the said property or any part/s thereof and/or the building constructed or to be constructed thereon or desired by the PROMOTER or if required to be made for the purpose of meeting any requisition, objection or requirement of the statutory body or authority. The Allottee/s shall not object to the aforesaid changes, variations and hereby grant/s irrevocable consent to the same. The Allottee shall not be entitled to raise any objection against the Promoter, if the PROMOTER exploits/enjoys additional tenements / FSI / Built up area if and when sanctioned by the concerned authorities.

3) Relying on the Flat Allottee's representation and the assurances, the Promoter herein has agreed to sell the said unit to the Allottee/s who has/have agreed to purchase Unit no. _____ admeasuring _____ **Sq. Ft. i.e.** _____ **Sq. Mtrs.** Carpet area, on _____ floor of the building **Sharada Myria building No./ Wing "A"** being constructed on the said property together with Balcony admeasuring _____ **Sq. ft i.e** _____ **Sq. Mtrs.** Terrace Area admeasuring _____ **Sq. ft i.e** _____ **Sq. Mtrs** together with parking admeasuring _____ **Sq.Mtrs. (Approx.) i.e.** _____ **Sq.Ft. (Approx.)** on _____ floor of the building No./Wing "**A**" being constructed on the said property herein after referred to as the said unit which is more particularly shown and delineated in red colour boundary line in Annexure F , annexed hereto and hereinafter, the aforesaid premises are referred to or called as "the said unit," at or for total consideration of **Rs.** _____ **-/- (RUPEES** _____ **ONLY)**, The carpet area of the flat is taken as per REAR norms and the Promoter has agreed to provide the amenities to said unit which are more particularly described in the annexure "III" written hereto.

4A) The Allottee hereby agrees to pay to the Promoter the aforesaid price of **Rs. _____/- (RUPEES _____ ONLY)**, as per details annexed herewith. The Allottee has paid **Rs. _____** which includes **Rs. _____/-** as basic amt. and **Rs. _____/-** as service tax/GST amt. in the following manner :-

1. Rs. _____/- paid by ch no _____ dated _____ drawn on SEPL as Basic amt.
2. Rs. _____/- paid by ch no _____ dated _____ drawn on SEPL as Service Tax/GST amt.

to the Promoter being part payment/earnest money towards the sale price, the payment and receipt whereof is hereby admitted and acknowledged by the Promoter. The Allottee herein shall pay the aforesaid amount along with the service tax and such other taxes, cesses, charges etc. along with each installment on due date or within seven days from the Promoter giving the written intimation to the Allottee calling upon the Allottee to make the payment. Payment in time is of the essence of the contract. The payment should be made after deduction of TDS, and the Allottee shall issue TDS certificate to the Promoter herein, if applicable.

4B) The above said total consideration excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST (Goods and Services Tax) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Apartment and the above said total consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on

subsequent payments. The Promoter may charge the Allottee/s separately for any up gradation / changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the Allottee/s request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

4C) In consideration thereof the Allottee/s paid and/or agreed to pay the above said total consideration for the purchase of the said Apartment to the Promoter and the Promoter agreed to accept the same from the Allottee/s as per the Payment Schedule annexed hereto as ANNEXURE –IV.

4D) Subject to the terms of this Agreement and the Promoter abiding by the construction mile stones, the Allottee/s shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Schedule through A/c Payee cheque / demand draft only or online payment (as applicable) in favour of “----- **Sharada Erectors Pvt Ltd** A/C No. ----- ---”, **IFSCCode** – -----, ----- **Bank**, ----- **Branch, Pune**. The Promoter herein on due date / or on reaching aforesaid construction milestone / stage as mentioned in the said Annexure- IV shall intimate the amount payable in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from the date of such Intimation. The Allottee/s herein specifically agrees that he/she/they shall pay the total consideration along with the service tax, VAT, GST and such other applicable taxes .

4E) In addition to the above consideration and taxes, the allottee also has to pay maintenance charges of Rs._____/ - with additional applicable taxes of Rs._____/ _ at the time of Possession. The maintenance charges are for the period of 24 months only from the date of possession. After that allottee agrees to pay maintenance charges as per society norms. The allottee has to pay maintenance charges before taking physical possession of the unit.

5) The Promoters/Owners have made full and true disclosure of the title to the said property as well as the encumbrances, if any, known of their right, title and interest or right to construct building/s. The Promoters/Owners have also disclosed to the Allottees the nature, extent and description of the common areas/limited areas and facilities which are more particularly described in the Annexure III hereunder written and the Promoters/Owners have also given inspection of all the documents to the

Allottees as required by law. The Promoters/Owners have also requested the Allottees to carry out the search and to investigate the title by appointing his/her/their own Advocate. The Allottee/s having acquainted himself/ herself/themselves with all the facts and nature of right of the Promoters/Owners as well as the carpet area of the designated unit vis-a-vis the saleable area has/have thereupon entered into this Agreement. The Allottee/s hereinafter shall not be entitled to challenge or question the title of the owner and the right of the Promoters/Owners to enter into this Agreement and/or the area of the unit as aforesaid.

6) Notwithstanding anything contained anywhere in these presents :

- a. the Promoters/Owners shall/have and has retained all rights to use, utilize and consume the FAR / FSI originating from the physical area of the said Property, so also the additional FAR / FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations of city of Pune, framed under the Maharashtra Regional and Town Planning Act, 1966 and/or Pune Metropolitan Region Development Authority (PMRDA) as may be applicable from time to time.
- b. the Promoters/Owners shall have and has retained all rights to amalgamate with the said Property any other abutting piece/s of lands to which it may be entitled to with all rights to use, utilize and consume the FAR / FSI originating from the physical area Property, so also the additional FAR / FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations of City of Pune, framed under the Maharashtra Regional and Town Planning Act, 1966 / PMRDA / Competent Authority and/or under any such concerned statute or rules.
- c. The Allottee/s hereby, grants his/her consent for change / modification / alteration of building/s plans in case the same is required to be done under any rule, regulation, enactment in force or to be enforced or in case the same is felt required by the Promoters/Owners, including for using, utilizing and consuming the FAR/ FSI by way of TDR, without prejudicing the construction of the said Unit as agreed to be purchased by the Allottee/s.

d. For the afore stated purposes, the Allottee/s hereby empowers the Promoters/Owners, to make necessary representations for and on behalf of the Allottee/s before the concerned authorities, including the authorities of the Maharashtra Regional and Town Planning Act, 1966 / PMRDA / Competent Authority, for alteration, change, modification, revision, renewal and sanction of the plans for construction of the building/s, additional or otherwise, without prejudicially affecting the said unit being purchased by the Allottee/s.

7) The Promoters/Owners shall construct the said building/s consisting of ground and upper floors on the said property in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Allottee/s with only such variations and modifications as the Promoters/Owners may consider necessary or as may be required by the concerned local authority/ the Government to be made in them or any of them and the Allottee/s has/have no objection to such alterations and modifications as the Promoter/s, in their sole discretion think fit and necessary or may be required by the concerned local authority/ Government to be made in them.

8) The Allottee/s hereby agree/s and give his/her/their irrevocable consent to the Promoters/Owners herein to carry out such, alterations, modifications in the sanctioned layout building, plans/as the Promoters/Owners in their sole discretion think fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority of Government.

9) The Promoter shall confirm the final carpet area, enclosed balcony area, attached terrace area that has been allotted to the Allottee/s after the construction of the said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, attached terrace area, and Balcony Area subject to a variation cap of three percent. The total price payable for the said Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, enclosed balcony area, cupboard area (if any), dry balcony area, attached terrace area and utility area, within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the

carpet area, enclosed balcony area, and attached terrace area allotted to Allottee, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

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

11) Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as specified in the Rules of the said Act, with monthly rests, on all amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter.

The amount of interest may be informed to the Allottee/s from time to time or on completion of the said Project/Apartment, and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Apartment.

12) Without prejudice to the right of Promoter to charge interest in terms of above mentioned clause, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund the amount till then received from the Allottee/s without any interest thereon

within a period of 30 days, by deducting; (i) an amount equivalent to 20% of the amount received towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/s, (ii) the amount of Service Tax, VAT, GST, LBT ,the stamp duty, registration charges, cost of extra work or any other taxes charged etc. will not be refunded by the Promoter to Allottee on such termination.

Delay in issuance of any reminder/s or notice/s from the Promoter shall not be considered as waiver of Promoter's absolute right to terminate this Agreement.

13) For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part or on the part of the Promoter, desire to terminate this agreement/ transaction in respect of the said Apartment then, the Allottee/s herein shall issue a prior written notice to the Promoter informing the intention of the Allottee/s to terminate this Agreement and on such receipt of notice the Promoter herein shall be entitled to deal with the said Apartment with prospective buyers. After receipt of such notice of intention to terminate this Agreement the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation, the Allottee/s shall be entitled to receive the refund of the amount till then paid by the Allottee/s to the Promoter without any interest thereon within a period of six months, by deducting; (i) an amount an amount equivalent to 20% of the amount received towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/s, (ii) the amount of Service Tax, VAT, GST, LBT ,the stamp duty, registration charges, cost of extra work or any other taxes charged etc. will not be refunded by the Promoter to Allottee on such termination.

It is specifically agreed between the parties hereto that, if the transaction in respect of the said Apartment between the Promoter and Allottee/s herein terminated as stated hereinabove then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said Apartment, shall stands automatically cancelled and either party have no right, title, interest or claim against each other.

14) The Promoter shall have first and permanent lien and charge upon the said Apartment and the right, title and interest of the Allottee/s therein for all moneys due and payable by the Allottee/s to the Promoter under this agreement. The Promoter

shall construct on the said Project Land the said Building in accordance with plans, designs and specifications as seen and approved by the Allottee/s prior to the execution of this agreement and duly approved by the planning authority with such variations and modifications as the Promoter in their absolute authority may consider expedient.

15) The Promoter hereby agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any, which have been imposed by the public bodies, various Govt. departments, authorities, including planning authority at the time of sanctioning the building plans or thereafter. The Promoter shall, before handing over possession of the said Apartment to the Allottee/s obtain from the concerned local authority completion / occupation certificate in respect inter alia of the said Apartment. The terms, conditions, stipulations and restrictions imposed by the concerned authorities (including environment) at the time of sanctioning the building plans or thereafter shall also be binding on the Allottee/s herein and all Allottees of the Apartments of the said Project and Owner, as far as they are applicable to them.

16) The covenants relating to the procedure of possession as agreed by and between the parties to this Agreement are as follows:-

a. The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of this Agreement. Subject to receipt of total consideration and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said Apartment, in terms of these presents, the Promoter, based on the approved plans and specifications, assures to handover possession of the said Apartment on or before 30th June 2020. Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee/s and the Promoter for giving possession of the Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further if the completion of building in which the Apartment

is to be situated is delayed on account of –

(i) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project (“**Force Majeure**”).

(ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under the said Act for reason where actual work of said Project /building could not be carried by the Promoter as per sanctioned plan due to specific stay or injunction orders relating to the said Project from any Court of Law, or Tribunal,

Competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

(iii) Non-availability of steel, cement, other building material, water or electric supply or labour;

(iv) Delay or default committed by the Allottee or other Allottees in making the timely payments of installments, without prejudice to the right of Promoter to terminate the agreement;

(v) Changes in any Rules, Regulations, By Laws of various statutory bodies and authorities from time then affecting the development and the project;

(vi) Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.

(vii) Any other circumstances beyond the control of the Promoter or force majeure.

(viii) Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the scheme/ flat/ road etc. or completion certificate from any appropriate authority.

b. However the Allottee/s agrees with the Promoter that the except the above reasons the said date of possession can be extended by a period of 6 months, and for such an extended period the Allottee/s shall not raise any objection/claim against the Promoter.

c. The Promoter herein is developing the said Project which consists of various common amenities like club house, etc., the construction / development of the said common amenities will be completed in due course along with the completion of said Project. The Promote, assures to hand over possession of the said common amenities on or before Thirty th June Two Thousand Twenty. The Allottee/s herein agree and convey that he/she/they shall not be entitled to refuse to take the possession of the said Apartment on the ground of non-completion of aforesaid common amenities.

d. The Allottee/s further agree that even where 'substantial completion' of works has been done and after receiving Occupancy Certificate from the competent authority possession of the said Apartment shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Apartment and he can cohabit in the said Apartment. However if the Promoter is not allowed by the Allottee/s or any person on his behalf to complete the remaining portion of the works, it shall be

accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Promoter.

e. The Promoter, upon obtaining the Occupancy Certificate from the Planning Authority shall offer in writing to the Allottee/s intimating that, the said Apartment is ready for use and occupation. The Allottee/s herein shall inspect the said Apartment in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of total consideration and dues and taxes thereon to the Promoter as per terms and conditions of this Agreement and take the possession of the said Apartment within 15 days' from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agrees to pay the maintenance charges as determined by the Promoter / body of the apartment allottees / association of allottees, as the case may be. It shall be expressly agreed that wherever it is the responsibility of the Allottee/s to apply and get necessary services the same shall not be undertaken by the Promoter and the Allottee/s shall be solely responsible for the same.

f. Upon receiving a written intimation from the Promoter as stated hereinabove, the Allottee/s shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings, possession agreement and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the Allottee/s. In case the Allottee/s fails or commits delay in taking possession of said Apartment within the time provided hereinabove, such Allottee/s shall be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said Apartment. Once allottee takes possession of the said unit, he/she liable to pay property tax, electric charges, society maintenance and all other required charges.

g. After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Allottee/s, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws. Further that the allottee has given his specific confirmation herein that

the responsibility of title of the properties mentioned in the Annexure I shall be on the Promoter up and until the conveyance of the same as envisaged hereinafter.

17) Time is an essence of this Agreement 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 the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided hereinabove ("Payment Schedule " above for brevity).

18) If within a period as specified in the Rules of said Act, the Allottee/s from the date of handing over the said Apartment or within 15 days from the date of intimation by the Promoter to take the possession of the said Apartment whichever is earlier, brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of services, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment / phase / wing and in specific the structure of the said Apartment / Wing / Phase of the said Building/s 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 and kitchen, which may 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. That it shall be the responsibility of the allottee to maintain his Apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Apartment are regularly filled with white cement / epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the

maintenance of the said Apartment / 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.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable. That the allottee has been made aware and the allottee expressly agrees that the regular wear and tear of the Apartment / 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°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. Provided further that any deviation in usage /maintenance of the said Apartment in contravention to User Manual shall amount to default on part of the allottee towards proper maintenance of the apartment / building / Phase / Wing and the allottee shall not be entitled to claim any compensation against defect liability from the Promoter. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Apartment / Phase / Wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof. Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of handing over possession to the Allottee/s for fit-outs and interior works or within 15 days from the date of intimation of possession of the said Apartment by the Promoter whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said apartment / building / phase / wing as stated in this Agreement. That further it has been agreed by the Allottee/s that any damage or change done within the Apartment sold or in the building / phase / wing done by him/them or by any third person on and behalf of the Allottee/s then the Allottee/s expressly absolves the Promoter from the same.

19) The Promoter hereby represents and warrants to the Allottee/s as follows:

- i. The Promoter has clear and marketable title with respect to the said Property ; as declared in the title certificate /report annexed to this agreement and the Promoter has the requisite rights to carry out development upon the said Property /Project Land and also has actual, physical and legal possession of the said Property 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 and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the said Property 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 said Property or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said building/wing 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, said Property and said building/wing 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, said Property , Building/wing 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 thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement; other than the encumbrances mentioned in Title Report.
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s 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 for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Property and/or the Project except those disclosed in the title report.

20) The Allottee/s himself/ themselves/ herself with intention to bring all persons into whosoever hands the Unit may come, doth hereby covenant with the Promoter as follows:

- (a) To maintain the Unit at Allottee's own cost in good tenable repair and condition from the date the said Unit is taken in possession and shall not do or suffer to be done anything in or to the building in which the Unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local authority or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof.
- (b) Not to store in the Unit any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the common passages or any other structure of the building in which the Unit is situated, including the entrance of the building In which the Unit is situated, and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (c) To carry at his/her/their own costs all the internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done

anything in or to the building in which the Unit is situated or the Unit which may be given 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 provisions,

the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and /or other public authority. But the Allottee/s under no circumstances shall be allowed to change the external elevation/colour scheme of the said unit and/or the buildings. However the Promoter shall be allowed to change the colour scheme of the said unit/buildings

- (d) Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of thereof, nor any alteration in the elevation and outside colour scheme of the said Unit and shall keep the portions, sewers, drain pipes, in the Unit and appurtenances thereto in good tenable repair and condition, and in particular so as to support shelter and protect then other parts of the building in which the Unit is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC parts or other structural components in the Unit without the prior written permission of the Promoter and/or the Society.
- (e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said property and the Unit.
- (f) Pay to the Promoter within seven days of the demand by the Promoter, its share of security deposit and other charges / expenses demanded by concerned local authority or Government, Public Body, Semi Government Authority, etc., for giving water, electricity or any other service in connection to the said Unit.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other Public Authority on account of change of the user of the said Unit by the Allottee viz., user for any purpose other than for specified purpose. Such amount until utilisation shall lie as interest free deposits with the Promoter.
- (h) The Allottee shall not let, sublet, transfer, assign or part with the interest or benefit of this Agreement or part with the possession of the said Unit until all the dues payable by the Allottee to the Promoter under this agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-

observance of any of the terms and conditions of this agreement and until the Allottee has intimated in writing to the Promoter and obtained prior written consent of the Promoter for the same which consent the Promoter in his absolute discretion may grant or refuse. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Unit and for the observance and performance of the Building Rules, Regulations, and the bye-laws for the time being of the concerned local authority and of the Government and other public bodies.

- (i) The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and the use of the Unit and shall pay and contribute regularly and punctually towards the taxes, expenses, or other outgoings in accordance with the terms of this agreement.
- (j) The Allottee shall permit the Promoter and their Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and the Buildings or any part thereof to view and examine the state and condition thereof.
- (k) The Allottee shall not in any event dry/hang clothes etc. outside the parapet walls of the building as it severely damages the external paint of the building and causes inconveniences to lower floor. Also Allottee shall not hang/fit any wires, cables, antenna, pipes, etc. on outer elevation of the unit/building.
- (l) The Allottee will not construct any terrace garden, lawns, flower bed, etc. which may lead to any leakage problems or damages to walls, flowerpots will not be allowed on external projection of windows or on terrace, parapets, etc.
- (m) The said terrace, Garden, open space allotted under this Agreement shall not be closed by the Allottee till the permissions in writing is obtained from the concerned local authority and the Promoter or the Co-operative Society.
- (n) The Allottee/s covenant/s and undertakes that in the event he/she/they has/have accrued right and interest in open space/terrace they shall be duty bound and under an obligation to permit the Promoter and /or the authorised representative of the ultimate body formed to, let without hindrance, allow right of ingress or egress for laying and repairing and/or servicing the common service connection and other paraphernalia situated within such open space/terrace.
- (o) This Agreement is on the express condition that certain unit/s in the said building to be constructed on the said property have or/are being allotted

subject to the mutual rights of such Allottee/s with regard to his/her/their open space/attached/top terrace as aforesaid and that the user of each of such unit/s and the rights in relation thereto of each and every Allottee/s shall be subject to all the rights of the other Allottee/s in relation to his/her/their unit/s. None of the Allottee of the said remaining unit shall have any right whatsoever to use and shall not use and/or occupy the open space/terrace and/or or any part thereof acquired by any Allottee including the Allottees concerned as aforesaid nor should he do or cause to be done anything where by such Allottee including the Allottee/s if concerned is prevented from using and occupying the said terrace space as aforesaid or the rights of such Allottee including the Allottee/s if concerned to the same are in any manner affected or prejudiced.

- (p) In case of cracks on internal/external walls, Promoter shall not be liable and responsible for the same. In case of leakage the Promoter shall not be asked for repainting or compensation or other damage like physical, material, time, inconvenience etc.
- (q) The Allottee/s undertakes that he/she/it/they shall not raise any objection on whatsoever ground including nuisance and annoyance or shall not obstruct the construction in any manner.
- (r) It is agreed by the Allottee that builder has used the material as per the availability in the market. The Allottee further agrees that the Promoter shall have right to change quality of material, size, colour, brand, amenities etc at its sole discretion of and Allottee shall not take any objection for the same.
- (s) In case of marble, granite or any type of stone or ceramic tiles, porcelano, granamite, other tiles etc. builder shall not be held responsible for any shade variation, colour variation, cracks, size variation, etc. and the Allottee shall not take any objection for the same.
- (t) The Promoter shall apply for water connection to concerned authority/body as per its norms, and it shall not be the responsibility of the Promoter, in case of delay on part of the concerned authority/body to issue water connection or water supply or inadequate water supply. In such a case water shall be purchased by tankers from the maintenance funds deposit.

21) The Allottee/s herein is/are aware of the fact that substantial part of the said Property is absolutely owned by the said Owner the Allottee/s herein further confirms that the status of the Owner shall continue to be "Tenant Co-partnership Co-operative

Housing Society” after completion of the said Project in all respects. The Allottee/s herein shall be entitled to get membership of the Owner upon compliance of formalities in that regard as enumerated herein below.

22) The Allottee/s shall observe and perform all rules and regulations of the Owner that may be made from time to time for protection and maintenance of the said Building and the Apartments therein and for the observance and performances of the building rules, regulations 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 stipulations and conditions laid down by the Owner herein regarding occupation and use of the Apartments / building /wing on the said Property /Project Land. The Allottee/s shall pay and contribute regularly and punctually towards the common taxes, expenses or other outgoings in accordance with the terms of the Agreement;

23) All other outgoings and expenses including insurance premium, provisions for depreciation and sinking fund and all outgoings and expenses of management, upkeep, maintenance and repairs of the said Building standing on the said Property /Project Land and the common lights, common sanitary and other utility services, garden and other services and amenities on the said Property /Project Land and in the said Building including remuneration, salaries and wages of watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purposes or any of them and the collection charges in respect thereof and the Allottee/s shall not withhold any payment of the amounts demanded by the Promoter or the Owner under this clause on any ground whatsoever. The Allottee/s admit/s and confirm/s that he/she/they will be punctual for paying monthly contribution amount to Promoter or the Owner herein as the case may be.

24) The Allottee/s has inspected the sanctioned plans of the said Building of the said Project and the conditions stipulated therein by the Planning Authority and the Allottee/s and /or the Owner shall not raise any complaint / objections of whatsoever nature and shall abide by the same all time, and after having covenanted to that effect in favour of the Promoter, the Allottee/s has agreed to purchase the said Apartment from the Promote

25) The Promoter shall be responsible for getting water connection from Planning Authority and also responsible for creating internal water and drainage distribution

system. However it shall be responsibility of the Planning Authority to actually supply adequate quantity of water to the Project. The Promoter shall not be in any way responsible for non-supply or inadequate supply of water to the Project.

26) The Allottee/s shall not use or permit to be used the said Apartment or any part thereof for any purpose other than purpose as allowed by Planning Authority at the time of sanctioning the plan of the proposed building/s or at any time thereafter.

27) The Allottee/s shall not let, sublet, transfer, assign or part with the possession of the said Apartment or any part thereof nor shall the Allottee/s create any lease, lien, mortgage, charge and/or any other encumbrances and/or third party interest in and/or any respect of the said Apartment or any part thereof and/or in respect of any of the rights hereunder conferred upon the Allottee/s in any manner whatsoever until entire consideration and all dues, taxes, VAT, service tax, GST etc. payable by the Allottee/s under this agreement are paid in full and only if the Allottee/s has/have not committed any breach of any of the term and condition of this agreement and without obtaining previous permission in writing of the Promoter or the Owner to whom the said Property /Project Land and the said Building thereon may have been leased, assigned or transferred in the manner inter alia hereby envisaged.

28) After the Promoter executes this Agreement he shall not mortgage or create a charge on the said 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/s who has/have taken or agreed to take such Apartment.

29) If the Allottee/s is purchasing the said Apartment from the Promoter for investment purpose, then the Allottee/s shall be entitled to sell the said Apartment even during the construction stage to any person of own choice. The Promoter shall issue in his favor necessary No Objection Certificate to that effect and also shall co-operate the Allottee/s in that regard, provided i) the Allottee/s pays entire consideration amount to the Promoter before so selling the said Apartment, and ii) the subsequent Allottee of the said Apartment absolutely consents to abide by all terms and condition of this Agreement and also of the said Redevelopment Agreement for all purposes and unconditionally agrees to stand in the shoes of the Allottee/s. If the Allottee/s transfers / assigns the said Apartment in favour of the subsequent Allottee within stipulated period laid down by relevant law/s time being in force the Allottee/s / subsequent

Allottee will be entitled to applicable discount, if any, by way of adjustment in the stamp duty payable on the transaction, subject to prevailing provisions of the Maharashtra Stamp Act, 1958.

30) If the Promoter plans to develop the balance land and/or property/ies adjacent to the said Property in future and sell for consideration the Apartments of the project of the balance land and/or adjacent property/ies, the Promoter shall have right to utilize the amenities *inter alia* like, water, water lines, water tanks, internal roads, necessary easements, electricity, MSEDCL lines, drainage connections open space, gas bank / gas lines / reticulated gas supply system etc. of the said Project for the proposed construction on the balance land and/or adjacent property/ies. The Allottee/s hereby gives their irrevocable consent to the Promoter for usage of the said amenities for construction on the balance land and/or adjacent property/ies and complete the construction of the adjacent Project/s.

31) a. The Conveyance of Title as envisaged under the Real Estate (Regulation and Development) Act, 2016 and rules there under in respect of the said Apartment shall be as under: a. The said Project shall be known and called as **Sharada Myria Building No./ Wing “A”**.

b. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and The Maharashtra Co-operative Societies Act, 1960.

32) The Allottee/s hereby expressly acknowledge and admit that some of the Apartments in the said Project may not be sold at the time even after completion of construction or issuance of completion /occupation certificate by Planning Authority in which case the Promoter shall have the privilege and right to sell /allot such Apartments to any person/s as per its discretion any time in future. The Allottee/s shall always extend requisite co-operation to the Promoter for giving membership of the society/apartment herein to such a new Allottee/s and such membership will be given by accepting the membership fee, admission fee and share money as covenanted in the said Agreement. Since the Promoter is holding those unsold Apartments with the intention to sell out the same to intending Allottees, the Promoter shall not be liable to pay any maintenance charges of unsold Apartments to the Society and it is only the new Allottees of the unsold Apartments who shall be liable to pay the maintenance charges after purchase of their respective Apartments. The Allottee/s has/have agreed to such an arrangement and he/she/ they shall scrupulously follow the same

forever. This condition shall also be binding on Allottee/s and the existing members of the society/Apartment.

33) The Promoter shall give membership to the Allottee/s only on receiving entire consideration and/or other dues and deposits from him. Further the Allottee/s shall sign necessary forms, papers and documents as per the direction of the Promoter as and when required by the Promoter.

34) The Allottee/s shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts:-

(i) Rs. _____ for share money, application entrance fee of the Society or condominium or Limited Company/Federation/ Apex body.

(ii) Rs. _____ for formation and registration of the Society or condominium or Limited Company/Federation/ Apex body.

(iii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society or condominium or Limited Company/Federation/ Apex body

(iv) Rs. _____for Deposit towards Water, Gas, Electric, and other utility and services connection charges &

(v) Rs _____ for Deposits of electrical receiving and Sub Station provided in Layout

(vi) The Allottee/s shall pay to the Promoter a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease. (vii) Rs. _____/- (Rs.

_____only) (calculated @ the adhoc rate of Rs. _____ □□carpet area *plus* balcony area *plus* terrace area the said Apartment □□24) on account of Twenty Four months maintenance charges payable within 15 days from the date of letter of offering possession of the said Apartment to meet the common expenses i.e. common taxes, fees, electricity charges, all AMCs, sanitary and other utility services, garden and other services and amenities of the said Property / Project Land and in the building/s standing thereon and the said Property /Project Land including remuneration, salaries and wages of watchmen, supervisors, sweepers, gardeners and other persons that may be

employed for the aforesaid purposes or any of them and in respect thereof and the Allottee/s shall not withhold any payment of the amount demanded by the Promoter under this clause on any ground whatsoever.

The Allottee/s hereby admits that aforesaid amount of maintenance is only indicative amount and actual amount that may be demanded by the Promoter may differ. In case actual expense exceeds the estimate the Promoter / Owner shall be entitled to demand additional amount towards such short fall.

35) The Allottee/s admit/s and confirm/s that he/she/they will be punctual for paying contribution of maintenance charge amount to Promoter or to the Owner. The Allottee/s shall not be entitled to any interest on sums so paid.

36) It is explicitly and irrevocably agreed, by the Allottee/s that this purchase by the Allottee/s is as Joint Tenants and not Tenants in common. Hence, in the event of death of any of the Allottee/s on receipt of intimation thereof with required evidencing documents, by the Joint Allottee, the name of such deceased Allottee/s shall be deleted and the ownership shall completely vest exclusively with Joint Allottee/s and to exclusion of any other heirs of such deceased Allottee/s. However it is explicitly made clear that if any claimant other than the executants in this Agreement claims, rights, title and interest in the said Apartment then it is the sole responsibility of the remaining Co-Allottees to settle dispute/disagreement in respect of this covenant and same has to be settled at the cost of the remaining Co-Allottees. The Promoter is not responsible in any manner whatsoever for cost & consequence.

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

38) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Property and Building/s or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces,

parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter and/or Owner.

39) The Allottee/s shall not any time demand partition of his/her/their interest in the said Apartment and/or in the said Property/ Building prior to the conveyance as envisaged herein and it is hereby agreed and declared that the interests of the Allottee/s in the said Apartment and/or in the said Property / Building are impartible and it is agreed that the Promoter shall not be liable to execute and/or cause to be executed any conveyance or any other document in respect of the said Apartment in favor of the Allottee/s except as is herein expressly provided.

40) All direct and indirect taxes as imposed/ to be imposed by the government, semi-government, local authorities, any statutory body, et cetera in respect of the said Property / Building and/ or the said Apartment and/ or this Agreement and/ or this transaction shall be borne and paid exclusively by the Allottee/s. The Allottee/s hereby undertake to indemnify and keep the Promoter indemnified all the time and keep the Promoter harmless from all losses that may be suffered by the Promoter on account of non-payment and/ or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings et cetera and other defaults, or any breach of terms and conditions of this Agreement on part of the Allottee/s.

41) By reasons of any judgment of court of law or amendment to the constitution or enactment or amendment of any other Central or State Laws at present in force or under law(s) that may come in force in future, if the transaction under this Agreement is held liable now or any time in future, to taxes such as GST (Goods and Services Tax), Sales Tax, Service tax, Value Added Tax, Works Contract Tax et cetera under concerned Acts/ Rules/ Legislations et cetera, as a sale or otherwise, either wholly or in part any inputs or material or equipments used or supplied in execution or in connection with this transaction, such taxes shall be exclusively payable by the Allottee/s on demand at any time without rendering either the Promoter and/or the Owner liable in this behalf in any manner whatsoever. In such an event the Promoter shall have the right to recover/collect, such tax(es), duties by the Allottee/s.

42) The Promoter hereby clarifies that it has withdrawn all its advertisements and brochures et cetera in respect of the said Project published prior to 01.05.2017 and the same are not in use since then; and the Allottee/s hereby acknowledges the same. The Allottee/s further hereby admit and confirms that he has relied only on the

advertisements and brochures et cetera in respect of the said Project published by the Promoter only after 01.05.2017

43) For the purpose of this transaction the Promoter has relied on the representations of the Allottee/s that the amount of total consideration in respect of the said Apartment payable by the Allottee/s to the Promoter or portion thereof is not originated from any proceeds of crime as envisaged under the provisions of Prevention of Money-Laundering Act, 2002 / Benami Transactions (Prohibition) Amended Act, 2016 amended up-to-date, and rules there under.

44) The Allottee/s has willingly participated in the said Project of the Promoter and Allottee/s shall pay to the Promoter the agreed total consideration and other deposits or outgoings punctually and diligently. The Allottee/s hereby indemnify the Promoter from all losses that may be incurred by the Promoter on account of such non/delayed payment and Allottee/s hereby indemnify to keep the Promoter harmless and free from such losses.

45) The Promoter shall not be responsible for the consequences arising out of change in law or change in Municipal and other law, rules, regulations etc.

46) All notices to be served on the Allottee/s in connection with this Agreement shall be deemed to have been duly served on the Allottee/s if sent to any one of the Allottee/s by Registered Post/ Speed Post / E-mail at following address:

Name & Address of Allottee/s:-

Notified Email ID: _____

47) All notices to be served on the Promoter in connection with this Agreement shall be deemed to have been duly served on the Promoter if sent by Registered Post/ Speed Post at their following address:

Name of Promoter:-

M/S Sharada Erectors Pvt. Ltd ,
11/1 Sharada Centre Erandawane,
Pune-411004

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

48) The Allottee/s shall pay adequate stamp duty, registration charges and present this Agreement at proper registration office within the time limit prescribed by the Registration Act and the Allottee/s and the Promoter shall attend such office and admit execution thereof.

49) Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule /Plan within 30 (thirty) days from the date of receipt by the Allottee/s 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/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s 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/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

50) The Allottee/s and/or the Owner shall follow and comply *inter alia* all applicable rules, regulations, conditions, etc. imposed by all the laws, statutes, boards and policies, inter alia such as i) Water (Prevention and Control of Pollution) Act 1974, ii)

Air (Prevention and Control of Pollution) Act 1981, iii) Environment (Prevention and Control of Pollution) Act 1986, iv) H.W. (M & H) Rules, v) Maharashtra Pollution Control Board, vi) Public Liability (Insurance) Act, 1991, vii) Maharashtra Regional and Town Planning Act, 1966, viii) Maharashtra Land Revenue Code ix) DC Rules, and all concerned laws applicable for time being in force etc. and notifications, circulars thereunder, published by concerned government authorities / departments. Provided further that where the Promoter is required to carry out certain obligations under any of the aforesaid Acts the Allottee/s and the Owner, shall co-operate and compensate the Promoter against the expenses as may incurred by the Promoter for such compliance.

51) Provided that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 194IA, read together with the Income Tax Rules, 1962, as per present prevailing law or such other Acts that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of purchase of Immoveable property, while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter to the account of the Allottee/s, only upon Allottee/s submitting the Original certificate, evidencing deduction and payment of such tax deducted at source as may be prescribed by the Law and rules governing the deduction of TDS, presently Income Tax Act, 1961 and the Income Tax Rules, 1962. Further such credit shall be subject to, confirmation of the amount so deducted reflecting in the TDS/Tax credit account of the Promoter, presently reflected in form 26AS as prescribed under the present prevailing laws or such other forms/certificates that may be prescribed in future to acknowledge credit of taxes paid or deducted on behalf of the Promoter on the website of the Income tax Department or of any agency so appointed by the Income tax department or relevant authorities as the case may be to manage, govern or regulate the collection and deduction of Income tax. Provided further that at the time of handing over the possession of the said Apartment if any such certificate(s) has not been produced or submitted by the Allottee/s to the Promoter, the Allottee/s shall pay/deposit an equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee/s producing such certificate(s) within 4 months of taking possession of said Apartment. Provided further that in case the Allottee/s fails to produce such certificate(s) within the stipulated period of the 4

months, the Promoter shall be entitled to appropriate the said Deposit against the sum(s)/dues receivable from the Allottee/s.

52) Promoter hereby informs that as per DC Rules, the local authority or sanctioning authority granted various sanctions with respect to the bedroom, puja room, study room etc. However it is not incumbent on the Allottee/s to continue the same use but Allottee/s may use the sanctioned rooms as per suitable requirement.

53) In case the Allottee/s mortgages the said Apartment to any financial institution it shall be the sole responsibility of the Allottee/s herein to handover the original Agreement or any final document of the said Apartment as and when executed and registered to the financial institution. The Allottee/s agree to do so without holding the Promoter responsible for the same and not to deal with the said Apartment without prior permission and consent of the financial institution during pendency of the charge.

54) 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.

55) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes. Further, the Allottee/s agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by the a government agency including any compensation / benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body of apartment allottees expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee/s to the Promoter for the same; save and except his right to enjoy and use the Apartment purchased by him and any other rights given by the Promoter to the Allottee/s for which consideration has been dispensed.

56) 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 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.

57) Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottees in said Project, the same shall be in proportion to the carpet area *plus* balcony area *plus* terrace area of the said Apartment to the total carpet area *plus* total balcony area *plus* terrace area of all the Apartments of the said Project, such area is called as Sharing area.

58) Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions 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.

59) 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 herein. After the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

60) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

61) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for

the time being in force and the 'Pune courts' will have the jurisdiction for this Agreement.

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

63) The cost of Stamp Duty, Registration fees and other incidental and ancillary cost in respect of this Agreement have been as agreed, exclusively borne and paid by the Allottee/s.

ANNEXURE “A”

(Description of the said lands above referred to)

All that piece and parcel of land situate at Mouje- Kirkatwadi, Taluka- Haveli, Dist- Pune, bearing Gat No. 74, (old Survey No. 15/1B AND 15/1C) admeasuring Hector 01.17 Ares and pot kharaba admeasuring Hector 00.35 Ares, total admeasuring Hector 01.52 Ares , assessed at Rs. 00.87 paise, and bounded as follows ,

On or towards the East :-	S.NO.127(PART) of village Dhayari.
On or towards the South:-	Boundary wall of DSK Vishwa.
On and towards the West;-	Gat No. 75
On and towards the North -	Gat No. 73(Boundary wall of CWPRS.)

Together with all rights, easements, liberties, privileges, hereditaments and appurtenances appurtenant thereto.

ANNEXURE “B”

(Description of the Flat/shop/office)

Unit no _____admeasuring Carpet area _____ **Sq. Ft. i.e. _____ Sq. Mtrs.**, on _____ floor of the building No./Wing “A” being constructed on the said property together with Balcony admeasuring _____ **Sq. ft i.e _____ Sq. Mtrs.** And Terrace Area admeasuring _____**Sq Ft ie _____Sq.Mtrs**_____ together with parking admeasuring _____ **Sq.Mtrs. (Approx.) i.e. _____ Sq.Ft. (Approx.)**, in SHARADA MYRIA building No./ Wing A situate on the land more particularly described in the "Annexure A" written hereinabove

IN WITNESS WHERE OF THE PARTIES HERETO HAVE HEREINTO SET THEIR
RESPECTIVE HANDS ON THE DAY AND YEAR HEREINABOVE MENTIONED.

To sign, sealed & delivered as the Promoter Sharada Erectors Pvt. Ltd. through its Director Ashlesha R. Bodas			
To sign, sealed & delivered as the Purchaser/s &			
To sign, sealed & delivered as the Owner Mr. Rajeev Purushottam Bodas,			

1) Witness

2) Witness

Allottee

Promoter

Land Owner

ANNEXURE D
Sanction Layout Enclosed herewith

ANNEXURE E
Flat Layout Enclosed herewith

ANNEXURE F
Floor Plan Enclosed herewith

ANNEXURE I
Title Certificate

This is to certify that I have investigated the title to the properties which are more particularly described in the Schedule hereunder written and have pursued title deeds and certify that in my opinion the title of Rajeev Purushottam Bodas the Owners/ Vendors are having good, clear and marketable and free from encumbrances, charges and / or claims and on the basis of Development Agreement dtd. 16.2.2013, and power of attorneys dtd. 16.2.2013, Sharada Erectors Pvt. Ltd, has exclusive right to construct, develop and to sell the units to third party purchaser.

SCHEDULE ABOVE REFERRED TO
(Description of properties)

All that piece and parcel of land situate at Mouje- Kirkatwadi, Taluka- Haveli, Dist- Pune, bearing Gat No. 74, (old Survey No. 15/IB AND 15/1C) admeasuring Hector 01.17 Ares and pot kharaba admeasuring Hector 00.35 Ares, total admeasuring Hector 01.52 Ares , assessed at Rs. 00.87 paise, and bounded as follows ,

On or towards the East :- S.NO.127(PART) of village Dhayari.
On or towards the South:- Boundary wall of DSK Vishwa.
On and towards the West;- Gat No. 75
On and towards the North - Gat No. 73(Boundary wall of CWPRS.)

Pune.
Dtd.

Sd/-

Milind Kulkarni
Advocate

ANNEXURE II

SPECIFICATIONS

Structure

- RCC framed Earthquake Resistance structure.
- External & Internal walls in Fly ash bricks / AAC blocks.
- Double coat sand faced / ready mix plaster to external walls.
- Gypsum plaster to internal walls and cement plaster for toilet internal walls.

Doors

- Main door with premium quality fittings.
- All internal flush doors with standard door fittings.
- Flush doors with Granite door frames to toilets.

Windows

- Powder coated Aluminum sliding windows with mosquito net and safety grills.

Flooring

- Anti-skid tiles in flooring for Toilets & Terraces and Ceramic tiles in dado.
- Granite cills to windows

Kitchen

- Granite kitchen platform with stainless steel sink.
- Provision for Exhaust fan.

Toilets

- Concealed plumbing with branded C.P. fittings.
- Hot and cold mixer units in toilets.
- One solar water connection

Electrical

- Concealed copper wiring with modular switches.

Paint

- Acrylic cement paint to external walls.
- Internal walls with oil bound distemper.

ANNEXURE III AMENITIES

SECURITY & SAFETY

- Security Cabin
- Fire Fighting System
- Service Lift
- Intercom Connectivity
- DG Backup for Lifts & Common Areas

ENTERTAINMENT

- Indoor Games
- Children Play Area
- Yoga Area
- Well Equipped Gymnasium

ECO FRIENDLY SESTYMS

- Sewage Treatment Plant
- Electrical Car Charging Point in Parking
- Rain Water Harvesting
- Water Purifier in Kitchen

OTHER AMENITIES

- 3-Level Car Parking
- Grand Entrance Gate
- Furnished Entrance Lobby
- Toilets for differently Abled persons in parking

ANNEXURE IV

Sharada Myria

Payment Schedule			
Habitual Floor completed	Slab No.	Installment	Percentage (%)
Blocking	NA	1st Installment	10%
Booking			
TDS			0%
Time Of Agreement	NA	NA	0%
Plinth	NA	2nd Installment	10%
Stilt	1st	NA	0%
P1	2nd	NA	0%
P2	3rd	3rd Installment	8%
1st Floor	4th	4th Installment	8%
2nd Floor	5th	5th Installment	8%
3rd Floor	6th	6th Installment	8%
4th Floor	7th	7th Installment	8%
5th Floor	8th	8th Installment	6%
6th Floor	9th	9th Installment	6%
7th Floor	10th	10th Installment	6%
8th Floor	11th	11th Installment	6%
9th Floor	12th	12th Installment	6%
Brick work of the same flat	NA	Installment For Brick work	2%
Internal plastering of the same flat	NA	Installment For Internal Plastering	2%
Plumbing & Electrical work of the same flat	NA	Installment For Plumbing & Electrical work	2%
Flooring and finishing of the same flat	NA	Installment For Flooring & Finishing	2%
Possession of the same flat	NA	Installment For Possession	2%
TOTAL			100%