

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** is made and entered into at ..... on this .... day of ....., 2025;

### BETWEEN

**M/s. SHREERAM BUILDERS**, PAN No.: **AASFS0658N**, through its partner/s having office at: 1<sup>st</sup> Floor, Jugal Baug, L.B.S. Marg, Opp. St. Workshop, Thane, Maharashtra, 400602, hereinafter referred to as “**THE PROMOTER/DEVELOPERS**” (which expression shall mean and include partners or partner for the time being of the said respective firm, the survivors or survivor of them and the heirs, executors, and assigns of the last surviving partner or their assigns) **OF THE FIRST PART;**

### AND

(1) ....., Age: ..... years, PAN No.: ....., and (2) ....., Age: ..... years, PAN No.: ..... all residing at ....., hereinafter referred to as “**the ALLOTTEE/PURCHASER/s**”, (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include her/his/their heirs, executors, administrators and assigns) **OF THE SECOND PART.**

### WHEREAS:

- A.** At the present **SATYA SONAL CO OP HSG SOCIETY LTD**, (hereinafter referred to as the “*said Society*”) is the sole and absolute owner of the Land bearing **CTS No. 378**, area admeasuring **4937 Sq. Mtrs.**, lying, being and situated at Jayaprakash Nagar, Village: **Pahadi-Goregaon**, Taluka: **Borivali**, District: **Mumbai Suburban- 400063** (hereinafter referred to as the “*said Plot*”) along with the building standing thereon.
- B.** Vide Development Agreement dated **03/08/2024**, whereby **SATYA SONAL CO OP HSG SOCIETY LTD**, transferred and assigned all their development rights, title, interest and benefits with respect to the said Plot in the favour of **M/s. SHREERAM BUILDERS** as per the terms

and conditions more particularly mentioned therein. The same is duly registered before the office of Sub- Registrar of Assurances at Borivali, bearing Registration Document Serial No. **BRL-4/12013/2024** dated **03/08/2024** (hereinafter referred to as the ***“said Development Agreement”***).

- C. In pursuance of the said Development Agreement, an Irrevocable Power of Attorney dated **03/08/2024**, executed by SATYA SONAL CO OP HSG SOCIETY LTD, with respect to the said Plot in favour of **(1) Ruchit Ketan Mehta** and **(2) Jay Deepak Mehta** partners of **M/s. SHREERAM BUILDERS** as per the terms and conditions more particularly mentioned therein. The same is duly registered before the office of the Sub Registrar of Assurances at Borivali, bearing Registration Document Serial No. **BRL-4/12014/2024** (hereinafter referred to as the ***“said Power of Attorney”***).
- D. Vide Indenture of Mortgage-cum-Charge dated **27/10/2025**, whereby **M/s. SHREERAM BUILDERS**, therein referred to as ***“Borrower/ Security Provider”***, have mortgaged the said unsold units mentioned therein in favour of **M/s. Bajaj Housing Finance Limited**, therein referred to as the ***“Lender”/ “Secured party”*** as per the terms and conditions more particularly mention therein. The same is duly registered before the office of the Sub Registrar of Assurances at Mumbai, bearing Registration Document Serial No. **MBE-18/15681/2025** (hereinafter referred to as the ***“said Mortgage-cum-Charge”***).
- E. By virtue of the said Development Agreement and the said Power of Attorney, the Promoter is absolutely seized and possessed of and well and sufficiently entitled to develop the said Plot in accordance with the recitals hereinabove.
- F. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Plot on which Project is to be constructed.
- G. Vide Commencement Certificate bearing No. ...., dated ....., the promoter is entitled and enjoined upon to construct the Commercial/Residential building/s on the said Plot along with the land bearing CTS No. **379, 379/1 to 13** area admeasuring about **1742.30 Sq. Mtrs.** lying, being and situated at Jayaprakash Nagar, Village: **Pahadi- Goregaon,**

Taluka: **Borivali**, District: **Mumbai Suburban**- 400063 (hereinafter referred to as the “**said Onyx Land**”) and the promoter is carrying out a real estate project on the said Onyx Land under the name and style of “**Onyx**” (hereinafter referred to as the “**Onyx**”) which is duly registered under MahaRERA, Copy of the Commencement Certificate is annexed herewith as “**Annexure-A**”.

- H.** The Promoter is desirous of developing the project on the said Plot in accordance with the recitals hereinabove and as per the plans sanctioned and the development permission granted by Brihanmumbai Municipal Corporation including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. The Subject matter of present Agreement is Said Plot, which Promoter is developing under the name and style of “**MEHTA MARQUINA 1978**”.
- I.** The Promoter has proposed to construct on the said Plot a buildings project known as “**MEHTA MARQUINA 1978**”, having ..... Building/s for Residential/Commercial use, on OWNERSHIP BASIS to the prospective buyers.
- J.** The Allottee/s has/have applied a Flat bearing number ..... on the ..... floor, (hereinafter referred to as “**the said Flat**”) of the building project called “**MEHTA MARQUINA 1978**” (hereinafter referred to as “**the said BUILDING**”) being constructed of the said project, by the promoter.
- K.** The Promoter has entered into a standard Agreement with an Architect **Rasik P. Hingoo Associates**, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- L.** The Promoter has appointed ..... as RCC Consultants, for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.
- M.** By virtue of the said Development Agreement and the said Power of Attorney the Promoter has the sole and exclusive right to sell the Flat and Other Flat of their part as per proposed building

to be constructed by the Promoter on the said Plot and to enter into Agreement with the Allottee/s of the said Flat, and Other Flat therein and to receive the sale price in respect thereof.

- N.** On-demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Plot and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made thereunder.
- O.** The authenticated copy of Certificate of Title dated **1/12/2025** issued by the **Adv. Vishal V. Shirke** to the MahaRERA, showing the nature of the title of the Promoter to the said Plot, on which the Flat are to be constructed have been annexed hereto and marked as "**Annexure-B**".
- P.** The authenticated copies of the plans of the Layout and according to which the construction of the buildings and open spaces are proposed to be provided for on the said Project have been annexed hereto and marked as "**Annexure-C**".
- Q.** The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as "**Annexure-D**".
- R.** The Promoter has got some of the approvals from the concerned local authority/s to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- S.** While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the said Plot and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- T.** The Promoter has accordingly commenced construction of the said building/s in accordance

with the said proposed plans.

- U. The carpet area of the said Flat is ..... Sq. Meters. and “Carpet Area” means the net usable floor area of an Flat, excluding the area covered by the external walls, the area under service shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat .
- V. The Parties relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereafter.
- W. Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of Rs...../- (Rupees ..... Only), being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee/s as an advance payment or application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- X. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority. The Project Registration Number is .....; the authenticated copy of the Registration Certificate is annexed herewith as “**Annexure-E**”.
- Y. Under Section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee/s, being, in fact, these presents and also to register said Agreement under the Registration Act, 1908.
- Z. 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 agree(s) to purchase the said Flat.

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

**1) PROMOTER RIGHT OF DEVELOPMENT AND ACCEPTANCE THEREOF BY ALLOTTEE/S:**

- 1.1) The Promoter shall construct the said project “**MEHTA MARQUINA 1978**”, consisting of 2 Residential and 1 commercial building on the said Plot in accordance with the plans, designs and specifications as approved by the concerned local authority. The promoter during the course of carrying out the construction of the said building, shall submit further revised and amended plans for approval to the BMC and shall utilize under such further revised and amended plans, all further available and balance development potentiality of the said Plot to its fullest extent. Provided that the Promoter shall have to obtain prior consent of the Allottees in writing in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- 1.2) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee 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 allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1.1 of this Agreement.

**2. ALLOTMENT OF FLAT AND PAYMENT OF CONSIDERATION:**

- 2.1) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **Flat bearing No..... on ..... floor, admeasuring ..... sq. meters carpet area along with other area admeasuring ..... Sq. Mtrs., aggregating to \_\_\_\_\_ sq ft as total usable carpet area along with \_\_\_\_\_ car parking as per the approved plans of the said building project known as “MEHTA MARQUINA 1978”, hereinafter**

referred to as “**the said Flat**”, more particularly described in **SCHEDULE II** as shown in the floor plan, hereto annexed and marked ANNEXURE ‘D’ for the consideration of Rs...../- (Rupees ..... Only), including Rs.0/- (Rupees NIL only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the Common/limited common areas and facilities which are more particularly described in the **SCHEDULE III** annexed herewith.

- 2.2) The purchase price of the Flat as mentioned above, is determined on the basis of above referred carpet area of the Flat which Allottee/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, exclusive verandah, if any, are neither included in the carpet area nor are considered for determining the purchase price.
- 2.3) The Allottee/s has/have paid on or before execution of this agreement a sum of Rs...../- (Rupees ..... Only) as application fee and hereby agree/s to pay to the Promoter the balance amount of purchase consideration of Rs...../ (Rupees ..... Only) and shall be deposited in RERA Designated Collection Bank Account, ..... Bank, ..... Branch having IFS Code ..... situated at ..... In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. .... and ..... respectively.

Allottee hereby agrees to pay to Promoter the said balance amount in the following manner:

#### **PAYMENT SCHEDULE**

<b>Total Amount:</b>	<b>Rs...../-</b>
<b>Amount Received:</b>	<b>Rs...../-</b>
<b>Balance Amount</b>	<b>Rs...../-</b>

<b>Milestones</b>	<b>Milestone %</b>
<b>Booking Amount/Application Money I</b>	<b>-</b>
<b>Earnest Money ( Within 7 Days )</b>	<b>9.90%</b>
<b>After the execution of Agreement ( Within 30 Days )</b>	<b>20.10%</b>
<b>On Completion of the Plinth</b>	<b>15.00%</b>
<b>Payment On Completion of 1st Slab</b>	<b>1.00%</b>

Payment On Completion of 2nd Slab	1.00%
Payment On Completion of 3rd Slab	1.00%
Payment On Completion of 4th Slab	1.00%
Payment On Completion of 5th Slab	1.00%
Payment On Completion of 6th Slab	1.00%
Payment On Completion of 7th Slab	1.00%
Payment On Completion of 8th Slab	1.00%
Payment On Completion of 9th Slab	1.00%
Payment On Completion of 10th Slab	1.00%
Payment On Completion of 11th Slab	1.00%
Payment On Completion of 12th Slab	0.50%
Payment On Completion of 13th Slab	0.50%
Payment On Completion of 14th Slab	0.50%
Payment On Completion of 15th Slab	0.50%
Payment On Completion of 16th Slab	0.50%
Payment On Completion of 17th Slab	0.50%
Payment On Completion of 18th Slab	0.50%
Payment On Completion of 19th Slab	0.50%
Payment On Completion of 20th Slab	0.50%
Payment On Completion of 21st Slab	0.50%
Payment On Completion of 22nd Slab	0.50%
Payment On Completion of 23rd Slab	0.50%
Payment On Completion of 24th Slab	0.50%
Payment On Completion of 25th Slab	0.50%
Payment On Completion of 26th Slab	0.50%
Payment On Completion of 27th Slab	0.50%
Payment On Completion of 28th Slab	0.50%
Payment On Completion of 29th Slab	0.50%
Payment On Completion of 30th Slab	0.50%
Payment On Completion of 31st Slab	0.50%
Payment On Completion of 32nd Slab	0.50%
Payment On Completion of 33rd Slab	0.50%
Payment On Completion of 34th Slab	0.50%



Payment On Completion of 35th Slab	0.50%
Payment On Completion of 36th Slab	0.50%
Payment On Completion of 37th Slab	0.50%
Payment On Completion of 38th Slab	0.50%
Payment On Completion of Top Slab	0.50%
Payment On Completion of Brickwork, Door & Window Frames of the said Apartment	5.00%
Payment On Completion of Internal Plaster & External Plaster of the said Apartment	5.00%
Payment On Completion of Plumbing & Electrical Fittings of the said Apartment	5.00%
Payment On Completion of Flooring / Title Work of the said Apartment	5.00%
Payment On Completion of Painting Work of the said Apartment	5.00%
On Possession	5.00%
<b>Total</b>	<b>100.00%</b>

- 2.4) The total price/consideration as mentioned in clause (2.3) above is excluding all taxes/levies such as value added taxes (VAT), Services Taxes, GST, Swatch Bharat Cess Tax and/or such other taxes which may be levied any time, hereinafter in connection with construction/development of said project upon Said Plot payable by the Promoter, irrespective as to who is made liable under concerned Statute/Rules to pay such taxes, all such taxes in proportion to the area of said Flat, shall be payable by the Allottee/s in addition to the said total price/consideration on or before taking over the possession of the said Flat. In fact, unless all such payments such as total consideration, all such proportionate taxes as well as other charges payable under this agreement are paid by the Allottee/s, he/she/they shall not be entitled to the possession of said Flat.
- 2.5) The Total Price/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/s, which shall only be applicable on subsequent

payments. Unless said demanded increase in development charges, costs or levies are paid by the Allottee/s to the promoter, he/she/they/it shall not be entitled to the possession of the said Flat.

2.6) The Promoter has allowed a rebate in the purchase consideration and for early payments of the installments payable by the Allottee/s by discounting such early payments by which the respective installment has been preponed and/or mutually worked out between the Promoters and the Allottee/s and accordingly the payments under 2.3 have been worked out by the Parties hereto.

2.7) In case of any financing arrangement entered by the Allottee with any financial institution with respect to the purchase of the Flat the Allottee undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Promoter through an NEFT/RTGS/account payee cheque/demand draft drawn in favour of the Promoter's bank details as mentioned in the clause 2.12 herein or any other account that may be mentioned by the Promoters subsequently. The Allottee agrees that in the event the Allottee avails any loan/or loan facilitation services ("Services") from any external third party, the Allottee shall do so at his/her own cost and expense whatsoever and shall not hold the Developer liable/responsible for any loss/defective service/claims/demands that the Allottee/s may have incurred due to the Services so availed.

2.8) If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/is/are not honored for any reason whatsoever, then the same shall be treated as default under these presents and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

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

- 2.10) The Allottee/s agree/s and undertake/s to pay the purchase consideration as mentioned in clause 2.1 and 2.3 above as per the respective installment and as & when it shall mature for payment. The payment of concerned installment is linked with the stage wise completion of the said building. Upon completion of each stage, the Promoter shall issue demand letter to the Allottee/s by RPAD/courier/hand delivery at the address of the Allottee/s mentioned in this agreement as well as by email on Allottee/s' email address, if provided by the Allottee/s. Upon receipt of said demand letter by RPAD/courier/email/hand delivery, whichever is earlier, within 7 (seven) days Allottee/s shall make the payment of respective installment. In case of failure on the part of Allottee/s in adhering to the time schedule of 7 (seven) days, Promoter shall become entitle to take all such legal steps for breach of contract as contemplated under the provisions of Contract Act and RERA. In case of Allottee/s commit/s any delay in making the said payment then Allottee/s shall become liable to pay interest as specified in MahaRERA Rules on all delayed payments. In addition to such rights and without prejudice to such rights, the consequences as contemplated in clause 7 below shall also become applicable and effective.
- 2.11) As per the payment schedule given under clause 2.3 hereinabove, the project has already been completed to the extent of .....%. Accordingly, ....% of purchase price has become due and payable. The Allottee/s therefore has/have paid/agreed to pay the said entire due amount within 7 days from the date of execution and registration of this agreement. Upon failure of Allottee/s in making payment of said due amount the consequences as stipulated in clause 2.8 above and/or clause 7 below shall become applicable and effective.
- 2.12) All payment shall be made by Allottee by drawing cheque/ DD/ RTGS/ NEFT in the name of “.....A/c. No. “.....” in ..... Bank, ..... Branch, payable at ..... or other account as Promoter may intimate subsequently to the Allottee. Allottee shall separately pay transfer charges, if any, and other statutory dues which may be levied from time to time.
- 2.13) Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of such deduction is made.
- 2.14) Provided that the TDS payment to the competent authority shall not construed to be a receipt of consideration unless bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottee.

**3) RESERVATION FOR CAR PARKING:**

- 3.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing nos. ...., admeasuring ..... Sq. Ft. having ..... ft. length x ..... ft. breadth x ..... ft. vertical clearance and situated at ..... Basement and/or stilt and /or ..... podium, being constructed in the layout for the consideration of Rs. .... /-

OR

The Allottee has requested to the Promoter for allotment of an open parking space and the Promoter hereby agrees to allot to the Allottee an open parking space bearing no....., admeasuring ..... Sq. Ft., having ..... ft. length x ..... ft. breadth, without consideration.

- 3.2 Allottee undertakes and assures not to raise objection in case of change in the present location of said car parking space as per Occupancy Certificate.
- 3.3 Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor i.e. other than the Allottee of said Flat.
- 3.4 Allottee shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.
- 3.5 The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.
- 3.6 The Society or Limited Company/Federation/ Apex body shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter.

OR

Allottee has informed the promoter that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said Flat. Allottee undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottees.

**In case of Mechanized Car Parking in the project:**

The Promoter has informed the Allottee/s and the Allottee/s is/are aware that it intends to assign the contract to install mechanized parking/car lifts in the said Building to a

Contractor/Vendor who would be liable for acts and omissions/commissions in this behalf.

The Allottee/s hereby agree and confirm that in the event of any nuisance, damages, cost, etc., litigations, if any, the same shall be filed against such Contractor/Vendor as mentioned

hereinabove during the subsistence of the contract. Further, the Allottee/s agree and undertake to not hold the Promoter liable thereof. The aforesaid Contractor/Vendor shall be liable for the full term of the contract as shall be assigned to him/them. The Allottee/s hereby irrevocably agree and undertake that the Association of Allottees by whatever name called, upon expiration/termination of the said contract with the aforesaid Contractor/Vendor, appoint a Contractor/Vendor of their choice for management and maintenance of the mechanical parking system/car lift and shall get executed from such Contractor/Vendor an Undertaking-cum-Indemnity indemnifying the Promoter and the Association of Allottees by whatever name called, against any litigation(s), damages, cost consequences, etc., arising out of failure, nuisance, mishap of mechanical parking system/car-lift, etc., to the said Wing/Building and/or to any adjoining Wing/Building.

The Allottee/s is aware that such Mechanical Parking involves or may involve operation of one or more machine/s for parking and removing cars and the same could be time-consuming and the Allottee/s acknowledge/s that the Allottee/s has no objection to the same. The Allottee/s is/are aware that the Mechanical Parking may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots.

The Allottee /s hereby confirm/s that the Allottee/s has/have no objection to the aforesaid and that the Purchaser/s shall not park his/her/their car/s at any other place other than specifically designated for the parking of the vehicles of the Allottee/s. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costs and expenses of the maintenance of the Mechanical Parking and also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of the Mechanical Parking or valet parking facility or on any other ground whatsoever and howsoever arising.

#### **4) ADHERANCE TO SANCTION PLAN:**

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which have been imposed by the said corporation at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat

to the Allottee/s, obtain from the said corporation occupation and/or completion certificates in respect of the Flat .

**5) TIME IS ESSENCE FOR BOTH PROMOTER AND ALLOTTEE/S:**

Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee/s after receiving the occupancy certificate subject to what is stated in clause 9.1 below. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her/them and shall meet and comply with the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

**6) DISCLOSURE OF FLOOR SPACE INDEX AND ACCEPTANCE BY ALLOTTEE/S:**

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize basic Floor Space Index sanctioned as per provisions of UDCPR2020 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index sanctioned as per provisions of UDCPR-2020 proposed to be utilized by him on the project land in the said Project.

The Allottee/s have been explained and made aware of the available FSI on the said Plot and also the additional FSI and Transferable Development Right (hereinafter referred to as “TDR”) which may be availed thereon. Until conveyance of the said Plot in favour of Apex Body/ Federation Body and conveyance of the said Building in favour of the Organization, if the FSI/Floor Area Ratio in respect of the said Plot is increased and/or further development is possible on the said Plot on account of FSI and/or TDR originating from the said Plot, on account of portions thereof under D. P. Road/setback and/or TDR/ FSI of other properties being available for being used on the said Plot (and/or on the amalgamated property, as the case may be) the Promoter solely shall be entitled to utilize such additional FSI.

**7) CONSEQUENCES UPON FAILURE IN ADHERING TO TIME SCHEDULE:**

7.1) If the Promoters fail to abide by the time schedule for completing the project and handing over the said premises to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not intend to withdraw from the project, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Promoter shall send the Demand Notice to the Purchaser/s at the address given by the Purchaser/s in this Agreement whenever such installments have become due and payable and the Purchaser/s shall be bound to pay the amount of the installments within 7 (seven) days from receipt of such Demand Notice sent by RPAD/Courier/Speed Post/Hand Delivery/Email, whichever is earlier. In the event of the Purchaser/s making any delay or defaults in making payment of any of the aforesaid installments on due dates the Promoters shall be entitled to recover from the Purchaser/s and the Purchaser/s agree/s to pay to the Promoters/Developers, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, for every and all the delayed payments which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter.

7.2) Without prejudice to the right of the Promoter to charge interest in terms of sub clause (7.1) above, on the Allottee/s committing three defaults in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall at its own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of 15 days in writing to the Allottee/s by registered Post A.D. at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s of his/her/their 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 to the Allottee/s (subject to adjustment and recovery of liquidated damages as mentioned below) within a period of 30 days of the termination, the instalments of sale consideration of the Flat which may till then, have been paid by the Allottee/s. It is agreed and understood that

after offering the refund as stated above to the Allottee/s, it shall be construed as due compliance by the Promoter of the termination clause and accordingly thereafter Promoter shall be at liberty and shall have all legal right to allot and/or sell/transfer the said Flat to any third party Allottee/s upon such terms and conditions as may be deemed fit by the Promoter. The Allottee/s shall not be entitled to raise any dispute or objection for such third-party allotment of the said Flat by the Promoter. The Promoter shall within 30 days of termination refund to the Purchaser the amount paid by the Purchaser subject to the following deductions:

- i) 10% of the Purchase Price (which is to stand forfeited to the Promoter upon the termination of this Agreement);
- ii) The taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Flat upto the date of termination of this Agreement;
- iii) Processing fee and brokerage paid if any etc. in respect of the said Flat ;
- iv) The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- v) In the event of the resale price of the said Flat to a prospective purchaser is less than the Purchase Price mentioned herein, the amount of such difference; and
- vi) The costs incurred by the Promoter in finding a new buyer for the said Flat . The Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon the termination, the Allottee/s hereby agree to forgo all their right, title and interest to immediate ejection as trespassers. The decision of the Promoter in this respect shall be final and binding upon the Purchaser, which the Allottee/s agrees and undertakes not to dispute in any manner whatsoever.

7.3) It is agreed and understood that after deducting the total amount of liquidated damages, the balance amount if any shall be refunded to the Allottee/s in the manner stated in clause (7.2) above and that too simultaneously upon Allottee/s executing and registering the deed of cancellation of this agreement, which deed Allottee/s shall be liable to execute and register within 15 days from the date of receipt of termination notice by him/her/them as stated in clause (7.2) above, failing which the Promoter shall be entitled to proceed to execute/register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/registration shall not prejudice the cancellation and/or the Promoter's right to forfeit and refund the balance to the Allottee/s and the Promoter's right to sell/transfer the Flat including but not limited to car park(s) to any third party. Further,



upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Flat and/or Car Park(s) and/or the Project and/or the Project Property and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

7.4) In the event, the Allottee/s intends to terminate this Agreement, then the Allottee/s shall give a prior written notice ("Notice") of 60 (sixty) working days to the Promoter expressing his/her/its intention to terminate this Agreement. The Allottee/s shall also return all documents (in original) with regards to this transaction to the Promoter along with the Notice. Upon receipt of such Notice for termination of this Agreement by the Promoter, the procedure and consequences upon termination as contemplated in clause (7.2) and (7.3) above shall become automatically applicable and the refund of purchase price to the Allottee/s shall be made in accordance with what has been stated in the said clauses.

## **8) AMENITIES AND FIXTURE:**

8.1) The Promoter shall provide to the said Flat the amenities, fixtures and fittings and to said building such specifications and/or facilities, which are more particularly set out in SCHEDULE III annexed hereto.

## **9) POSSESSION DATE:**

9.1) The Promoter shall give possession of the Flat to the Allottee/s on or before **31/12/2030**. If the Promoter fails or neglects to give possession of the Flat to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand, to refund to the Allottee/s the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause (7.1) herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of:

- (i) war, civil commotion or act of God.
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

## 10) PROCEDURE FOR TAKING POSSESSION:

10.1) The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat, to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issuance of such notice and the Promoter shall give possession of the Flat to the Allottee/s subject to the Allottee/s making payment to Promoter of entire consideration as well as other amounts payable under this agreement including the interest for delayed payment if any accrued thereupon. The Allottee/s also agree/s and undertake/s to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be at the time of and/or before taking the possession. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate in respect of the said building in which said Flat is situated.

10.2) The Allottee/s shall take possession of the Flat within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said Flat is ready for use and occupation. Even if the Allottee/s does/do not take possession of the Flat, still he/she/they shall become liable for the payment of maintenance charges as mentioned in clause 12.1 below, so also for all other taxes, levies, cess and charges as may be imposed or become payable in respect of the said Flat.

10.3) FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF FLAT: -Upon receiving a written intimation from the Promoter as per clause (10.1), the Allottee/s shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation. In case the Allottee/s fails to take possession within the time provided in clause (10.1) such Allottee/s shall continue to be liable to pay maintenance charges as applicable as stated above.

10.4) If within a period of 5 (Five) years from the date of handing over the Flat to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, 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 whatsoever nature in the said Flat of wing and in specific the structure of the said Flat of the said building which shall include but not limited to columns, beams, etc. or in 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 water, if any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become Nil. The word defect here means only the manufacturing and workmanship defect(s) caused on account of wilful neglect on the part of the Promoter and shall not mean defect(s) caused by normal wear and tear and by negligent use of Flat by the occupants, vagaries of nature, etc. That it shall be the responsibility of the Allottee/s to maintain his Flat in a proper manner and take all due care needed including but not limited to the joints in the tiles in his Flat are regularly filled with white cement/epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said Flat/building/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 sustainable and in proper working condition to continue warranty in both the Flat and the common project amenities wherever applicable. That the Allottee/s has/have been made aware and that the Allottee/s expressly agrees that the regular wear and tear of Flat/building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Flat/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

- 10.5) The Allottee/s is/are aware that the Promoter is not in the business of or providing services proposed to be provided by the service Providers/Facility Management Company or through the Service Providers/ FMC. The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The parties here to agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise of these services provided by the respective Service Providers/FMC.

**11) USER OF FLAT:**

11.1) The Allottee/s shall use the Flat or any part thereof or permit the same to be used only for purpose of Residential/Commercial and as may be permissible as per the said revised sanctioned plan. Allottee/s shall use parking space, if any only for purpose of keeping or parking his/her/their owned vehicle.

**12) PAYMENT OF ADDITIONAL AMOUNT BY ALLOTTEE/S:**

12.1 The Sale consideration of the Said Flat shall be appropriated by the Developer/Promoter. The Allottee/s shall, on or before the delivery of possession of the said premises, pay to the Promoter a lump-sum amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) together with applicable tax of Rs. \_\_\_\_\_ as per the prevailing law. The aforesaid lump-sum amount shall include the following charges:

- (a) Legal and Document charges at the time of execution of this Agreement
- (b) Valuation Report
- (c) Development Charges/Transfer Charges/Infrastructure Development Charges payable to Competent Authority.
- (d) Proportionate Stamp Duty and Registration Charges for Lease Deed/Deed of Assignment/Conveyance
- (e) Water and drainage connection deposit and meter charges or any other charges imposed by the concerned competent authority or other Government Authority
- (f) Electricity Connection, Meter Deposit, Service Charges or any other Electricity Service Provider Charges, Cable Charges and Transformer
- (g) Co-operative Societies/Condominium of Flat /Limited Company Formation/Registration Charges
- (h) Property Tax
- (i) Stamp Duty and Registration Charges on Flat. If any additional Stamp Duty is payable over and above the Stamp Duty on premises, then the Allottee/s shall be liable to pay the same.
- (j) Service Tax, VAT, Cess, GST, or any other Taxes or Charges levied by the State or Government Authorities
- (k) Any other charges, taxes and expenses levied by the Government Authorities
- (l) Share money, application entrance fee of the Society or Limited Company

- (m) Transfer Charges (if applicable) which are payable to Competent Authority  
(All the above amounts to be decided at the time of possession on actual amount incurred)

The Allottee/s hereby agree/s that he/she/they shall not be entitled to question either the quantum of such amount nor claim any interest thereon.

**13) ACCEPTANCE BY ALLOTTEE/S ABOUT PROMOTER'S LIABILITY:**

SAVE AND EXCEPT as provided under RERA, the Promoter shall not be liable to give any account to Allottee/s for and of above stated amounts. It is also agreed and accepted that unless aforesaid amounts as mentioned in clause 12 above are fully paid by Allottee/s, he/she/they shall not be entitled to demand the possession of said Flat.

**14) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- a) The Promoter has clear and marketable title with respect to the Said Plot; subject to what has been stated hereinabove and/or in the title certificate and/or disclosed on the website of the authority under RERA, Promoter has requisite rights to carry out development upon the Said Plot and also have actual, legal and physical possession of the said real estate project.
- b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite as and when required under law further approvals from time to time to complete the development of the project;
- c) There are no encumbrances upon the Said Plot or the Project except those disclosed in the title report and/or disclosed on the website of the regulatory authority under RERA.
- d) There are no litigations, save and except litigations, if any, as mentioned in Title Certificate annexed hereto at Annexure B, pending before any Court of law with respect to the Said Plot or Project. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Plot and said building 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 Plot and said building shall be obtained by following due process of law;
- e) The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s

created herein upon said Flat and/or said concerned parking space, may prejudicially be affected;

- f) 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 Plot and the said Flat, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- g) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement;
- h) 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, which it has agreed to pay under the said development agreement till handing over possession of said Flat to Allottee/s.
- i) 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 Plot) has been received or served upon the Promoter in respect of the Said Plot and/or the Project except those disclosed in the title report.
- j) In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/ fees/ charges for services/ commission/ brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ allottee/ both, as the case may be, in accordance with the agreed terms of payments.

**15) WARRANTIES AND COVENANTS OF AND BY THE ALLOTTEE/S:**

The Allottee/s has/have himself/herself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows:

- a) To maintain the Flat at the Allottee/s's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

- b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- c) To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Plot and the building in which the Flat is situated.

- g) Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their share of security deposit and/or such other charges, amount, moneys, taxes, cess, etc. as the case may be payable by the Allottee/s under this agreement and or as may be demanded by the concerned local authority or Government or water, electricity or any other service providers in connection to the building in which the Flat is situated and or in respect of said Flat.
- h) To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee/s to any purposes other than for purpose for which it is sold and/or for any other reasons.
- i) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoter and obtained the prior written consent of the Promoter for such transfer, assign or part with the interest etc.
- j) The Allottee/s 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 building and the Flat therein and/or for any other reasons and for the observance and performance 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 the stipulations and conditions laid down by the society regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k) Till complete and full development of the said Plot the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, shall have right to enter into and upon the Said Plot or any part thereof to view and examine the state and condition thereof. The Allottee/s and/or anybody claiming through him/her/them/it shall not be entitled to take objection or create obstruction in the said right of Promoter.



- l) Unless and until all the amounts the Allottee/s is/are liable to pay to the Promoter by and under this agreement and/or otherwise in law, are fully and completely paid, the Allottee/s shall not be entitled to transfer/agree to transfer his/her/their interest in the said Flat and/or benefit of this agreement to anyone else without taking prior written consent of the promoter. While giving such written consent the Promoter shall be entitled to demand from the Allottee/s by way of transfer charges and administrative and other costs, charges and expenses, such amounts as may be deemed just and proper by them in their sole discretion if not prohibited under provisions of RERA.
- m) The Allottee/s and/or the persons to whom said Flat is transferred or to be transferred hereby agree to sign and execute all papers, documents and to do all other things as the Promoter may require of him/her/it/them to do and execute from time to time for effectively enforcing this agreement and/or for safeguarding the interest of the Promoter and all persons acquiring the remaining Flat in the said building/s on the said Plot.
- n) The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement, shall have a first lien and charge on the said Flat, agreed to be purchased by the Allottee/s.
- o) Without prejudice, to the rights of the Promoter under RERA and/or any other Act, the Promoter shall be entitled to take action against the Allottee/s if the Allottee/s do/does not pay his/her/its/their proportionate share of outgoing every month and if remain/s in arrears for three months and/or do/does not pay the purchase price and/or other amounts which he/she/it/they is/are liable to pay under this agreement diligently, fully and finally; then the Promoter shall be entitled to terminate this agreement and enter upon the said Flat and resume possession of the said Flat.
- p) The Promoter shall be entitled to sell, transfer and/or agree to sell/transfer all the other Flat and also agree to allot parking areas situated or to be situated in the said building/s and/or upon any portion of the Said Plot to anyone else in any manner whatsoever and such Allottee/s shall be entitled to use their respective Flat s/parking spaces/etc. for any purposes as may be permissible under law and the Allottee/s shall not take any objection of any nature in that regard.
- q) In case of acquisition or requisition of the Said Plot and/or any portion thereof, for any reason whatsoever by the said Corporation and any other competent authority; the Promoter alone shall be entitled to appropriate the compensation receivable or that shall be given against such acquisition or requisition.

- r) Not to relocate brick walls onto any location, which does not have a beam to support the brick wall.
- s) Not to change the location of the plumbing or electrical lines (except internal extensions).
- t) Not to change the location of the wet/waterproofed areas.
- u) Not to make any alteration in the elevation and outside color scheme of the building.
- v) The Allottee/s shall not allow the said Flat to be used for user different from the nature of the user that it is intended for use by the Promoter.
- w) Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to their Flat or terraces and the same are retained by the Promoter as restricted amenities. The Allottee/s is/are aware that certain parts of the building shall be allocated for exclusive use of certain users/residents. The price of the Flat has been determined taking this into consideration and the Allottee/s waives his/her/their/its right to raise any dispute in this regard.
- x) The Allottee/s confirm/s that this agreement is the binding arrangement between the parties and overrides any other written and/or oral understanding but not limited to the application form, allotment letter, brochure or electronic communication of any form.
- y) Upon and after handover of the management of the Building to the Society, the Society (and its members) will be responsible for fulfillment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.
- z) The Allottee/s, if is a resident of outside India (NRI) then he/she/they shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999( FEMA), Reserve Bank of India Act and Rules made there under or any statutory amendments(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India, etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with provision of FEMA or statutory enactments or amendments thereof and the rules and regulation of the Reserve Bank of India or any other Applicable Law. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for action under the FEMA as amended from time to

time. The Promoter accepts no responsibility / liability in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of any Allottee/s and such third party shall not have any right in the application / allotment of the said Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

- aa) The Allottee/s undertake/s to observe all other stipulations and rules which are provided herein in order to enable the building to be well maintained and enable all Allottee/s to enjoy the usage of these areas as originally designed.
- bb) The Allottee/s doth hereby assure and declare that before executing the present agreement, he/she/it/they has/have investigated the title of the Promoter in and over the said Plot and has/have got himself/herself/itself/themselves satisfied about the same and as such has/have no grievances in respect thereof.
- cc) After receiving possession of the said Flat from the Promoter, the Allottee/s shall make necessary application to the society for becoming member of the Society.
- dd) That Allottee/s admit and accept the binding effects of all the covenants given hereinabove and the same shall be binding upon and enforceable against Allottee/s. The Allottee/s shall not commit any breach or violation of any of the above-mentioned covenants given to the Promoter and understand that the entitlement to the 5 years defect liability clause as stipulated in clause 10.4 by the Allottee/s shall be subject to Allottee/s not violating the covenants given by him/her/them vide clause 'a to cc' above. Any breach or violation of above covenants shall make Allottee/s liable for action in accordance with law for breach of Contract.
- ee) That Allottee/s admit and accept that, any area (bathroom, kitchen, etc.) where waterproofing is done cannot be changed at any point till society is handed over as any change from the Allottee/s in the above areas would void the waterproofing guarantee and the developer will not be responsible for any sort of leakage.
- ff) That Allottee/s admit and accept that, any parking unsold will belong to the developer.
- gg) That Allottee/s admit and accept that the installation of window/door grills, invisible grills, or any other such specification in the said Flat is strictly prohibited.

- hh) The Promoter shall be entitled to brand the said New Building / development on the said Project by putting its name/logo/sign on such conspicuous part of the building as desired by it. It is agreed that neither the Allottee/s nor the Society shall at any point of time be entitled to remove, object, dispute or demand any monetary consideration for putting up the sign/name/logo.
- ii) The Promoter shall install separate electric meter for neon-light and shall also bear and pay the Government taxes directly or through the Society/legal body to be formed. The Promoter shall not contribute for any other outgoings to the said legal body. The Allottee/s shall not object in any manner and shall co-operate with the Promoter.
- jj) The Allottee/s hereby acknowledge and agree that there shall be a common entrance gate providing access for ingress and egress to both the Said Society and the Onyx. The Allottee/s further expressly understand, acknowledge, and accept that certain areas within the overall project are designated as restricted areas, and that the Allottee/s of the Said Society shall have no right of entry into any portion of the Onyx premises. Likewise, the Allottee(s) of the Onyx shall be strictly prohibited from entering or accessing any part of the Said Society premises. The Allottee/s agree to comply with all rules, regulations, and security protocols framed by the Promoter and/or the respective societies in relation to such restricted access.
- kk) The Promoter further informs Allottee/s that Sewage Treatment Plant (STP) and the electrical transformer installed for the project are common utilities intended for the use and benefit of the residents of all the 3 (Three) buildings known as “Mehta Marquina 1978”, “Mehta Angelo 1978” and “Mehta Onyx” on both plots (i.e. CTS No. 378 and CTS No. 379) within the cluster development. Accordingly, the responsibility for the operation, upkeep, servicing, and periodic maintenance of the STP and the transformer shall vest with the Apex Body. All decisions relating to maintenance schedules, vendor appointments, repairs, replacement, upgrades, and associated expenditures shall be taken by the Apex Body. The cost of such maintenance shall be shared proportionately by the residents/associations of both plots, as determined by the Apex Body.
- ll) In the event that any future redevelopment of the premises is proposed, such redevelopment shall be initiated, evaluated, and undertaken solely upon the approval and direction of the Apex Body. No individual building, society, or constituent entity within the complex shall independently initiate, negotiate, or undertake any redevelopment activity.

Given that the development constitutes a cluster development and the Floor Space Index (FSI) has been utilized disproportionately across both CTS plots, any proposal for redevelopment must be considered in the context of the combined FSI potential of the entire layout. The Apex Body shall have the exclusive authority to assess, determine, and finalize the appropriate future redevelopment scheme in a manner that ensures optimal utilization of the total available FSI and maintains uniformity, consistency, and fairness in the overall development.

All constituent buildings, societies, and occupants shall be bound to cooperate with, participate in, and adhere to any future redevelopment plan or process approved collectively by the Apex Body.

mm) The Allottee hereby acknowledges and agrees that the Promoter is constructing one commercial building on the said plot, known as “Mehta Angelo 1978”, which shall have a separate RERA Registration Number. The Allottee further agrees that the members, occupants and authorized users of the said building Mehta Angelo 1978 shall have full and unhindered rights of access, ingress and egress to and from all common access points on the said project/said plot, including but not limited to the ramp leading to the basement/podium, all internal circulation areas, and all entry and exit gates forming part of the overall layout of the said plot. Such rights shall be perpetual, unequivocal and shall form part of the terms governing the use of the common areas by all buildings constructed on the said plot.

nn) The Allottee agrees and confirms that the Promoter shall install a sliding gate at his sole discretion between CTS No. 378 and CTS No. 379 for the purpose of regulating internal movement and ensuring security and controlled access between the said plots. It is hereby clarified that the said sliding gate shall remain operational and may be opened in case of emergencies by either of the societies/associations of allottees formed on CTS No. 378 and CTS No. 379, as the case may be. Both societies/associations shall cooperate and coordinate to ensure that emergency access is facilitated without obstruction, delay or dispute.

oo) The Allottee further agrees that the members of the society shall not impose or charge any fees, including but not limited to non-occupancy charges, to the Developer in respect of any commercial or retail premises, if any, leased or otherwise provided in a project known as “MEHTA ANGELO 1978”.

**16) SPECIAL CLAUSE:**

- 16.1 The Allottee/s knows and accepts that the said real estate project is a redevelopment project of Society/Confirming Party and since the Society/Confirming Party is already in existence and the owner of the Said Plot, there will not be any question of Promoter complying with their obligation under RERA regarding formation of society as per section 11 (e) and transfer of title as per Section 17 of RERA. However, if under the provisions of RERA or other applicable laws Promoter is required to execute any document, inter-alia, handing over the New Building to the Society/Confirming Party then Promoter will execute such document as and when required but at the cost and expenses of the Allottee/s and other Apartment holders of the New Building. The Allottee/s shall be liable to incur and bear his/her/their proportionate share/contribution in the said cost and expenses including the stamp duty and/or registration of such document and/or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis'. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

The Promoter shall induct the Allottee/s as member/s in the said Society in accordance with the provisions of the bye-laws of the Society.

The Promoter shall require the Allottee/s to become the member of the said Society by paying the admission fee, share money, proportionate contribution to the fund and also by paying the other amounts as specified in this Agreement.

It is further agreed and understood by the Said Society that the Promoter may, in its sole, discretion form and register an apex organization / federation ("**Apex Body**") comprising of the various organizations formed in respect of the Building and/or other towers/buildings constructed or to be constructed on the entire layout land, after the occupancy certificate has been received for all buildings which form part of the Property as per applicable laws.

**17) SOCIETY MAINTENANCE CHARGES:**

- 17.1 Commencing a week after notice in writing is given by the Promoter to the Allottee that the said Flat is ready for use and occupation, or after the 1<sup>st</sup> Allottee taking possession irrespective of when the Allottee is taking the possession of the said Flat, the Allottee will be liable for

proportionate share of outgoings in respect of said plot for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the said Flat plus the additional area attached to the said Flat i.e., gross usable area vis a vis total gross usable area of said project.

- 17.2 The Allottee shall pay to the Promoter at the time of possession, an advance maintenance for ..... months aggregating to Rs...../- (Rupees ..... Only) along with Service Tax/GST as “common maintenance charges” for the upkeep and maintenance of the said Project building. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the Society as aforesaid.

The aforesaid maintenance charges are only indicative and not exhaustive in nature. The actual amount of maintenance to be charged may vary depending upon the cost of maintenance of the project at the time of possession of the Flat s/at the time of receipt of Occupancy Certificate.

**18) UNSOLD FLAT IN SAID PROJECT:**

- 18.1 Promoter shall be inducted as a member of said society for unsold Flat s upon formation of society and conveyance of the said Plot to society.
- 18.2 Promoter shall be entitled to sell the unsold Flat in said project without any separate permission or consent of society and the members of society. The prospective Allottee of such unsold Flat shall be inducted by the society as members and no objection shall be raised either by existing members or the society.
- 18.3 Allottee or society shall not be entitled to demand any transfer charge for the transfer of unsold Flat by the Promoter to prospective Allottees.
- 18.4 Promoter shall also be entitled to car parking reserved for the unsold Flat and the society or Allottee shall not stake claim on such parking.
- 18.5 Promoter shall be entitled to mortgage the unsold Flat of the said project with the financial institutions without any separate NOC from society or the members of society.
- 18.6 Promoter is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

**19) RESTRICTION ON RIGHT OF ALLOTTEE/S:**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat s or of the Said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/her/them and all open spaces, common areas, parking spaces, lobbies, staircases, lift area, terrace internal road, etc. will remain the property of the Promoter unless conveyed as per the provisions of law to and in favour of the society.

**20) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

20.1) There is no any mortgage or charge upon the Said Plot. The Promoter agrees that after execution of this agreement it shall not of its own unilaterally and without the consent of Allottee/s mortgage or create a charge on the said Flat. In case if any such mortgage or charge is made or created by the Promoter by itself 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 taken or agreed to take such Flat.

20.2) In case if the Allottee/s avail the financial assistance or home loan inter-alia for purchasing and acquiring the said Flat, then in that event, Promoter shall at the request and at the cost of Allottee/s, allow the charge or mortgage to be created upon the said Flat of such financial institution from whom the Allottee/s shall avail such financial assistance or home loan. It is agreed and understood that the entire responsibility/liability of repayment of the said financial assistance / home loan shall be that of the Allottee/s alone. The Promoter in no way shall be liable for the payment of or repayment of the said financial assistance/home loan to the said financial institution. The Allottee/s alone shall be liable and responsible for all consequences, costs and or litigations that may arise due to non-payment and default in repayment of said financial assistance and home loan. In any case mortgage or charge that shall be created pursuant to availing of such financial assistance/home loan by the Allottee/s, shall be limited to and/or restricted to or upon to the said Flat only. Save and except the said Flat, no other portion of the said building and or said Plot shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/home loan. The Allottee/s undertake/s to indemnify and keep indemnified the promoter against all loses, injures or damages that may be caused to the Promoter due to non-payment/repayment of the said financial assistance/home loan.



**21) BINDING EFFECT:**

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 Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fail/s 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 7 (Seven) days from the date of its receipt by the Allottee/s, application of the Allottee/s for allotment of Flat 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 and by deducting therefrom liquidated damages as stated in clause 7.3 above.

**22) ENTIRE AGREEMENT:**

This Agreement, along with its schedules, annexures constitute 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 Flat /plot/building, as the case may be.

**23) RIGHT TO AMEND:**

This agreement shall not be amended by either of the parties without mutual consent of each other. The amendment if any is to be made to this agreement shall be made only by written consent of both the parties and not otherwise.

**24) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be

applicable to and enforceable against any subsequent Allottee/s of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

**25) SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the provisions of RERA Act or the Rules framed thereunder then, such provisions of the Agreement shall be deemed to have been amended or deleted and or shall be considered as 'severed' from this agreement as if it was not forming part of this agreement. But in that eventuality the remaining Provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**26) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in the proportion of the carpet area of the Flat to the total carpet area of all the Flat in the Project.

**27) FURTHER ASSURANCES:**

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. All costs expenses, charges, taxes, including stamp duty, GST, Registration Charges etc., that shall be required to be incurred for execution of such instruments and/or for taking such other action, shall be incurred and paid by the Allottee/s in proportionate share.

**28) PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter at the Promoter's Office as mentioned in the title clause.

The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

**29) ADDRESS FOR CORRESPONDENCE:**

That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified hereinbefore in this agreement or at the email address provided herein:

Notified Email ID of Allottee/s : .....

Notified Email ID of the Promoter : .....

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/s, as the case may be.

**30) JOINT ALLOTTEE/S:**

That in case there are Joint Allottee/s 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 Allottee/s.

**31) STAMP DUTY AND REGISTRATION:**

The charges towards stamp duty and registration of this Agreement shall be borne by Allottee/s.

**32) DISPUTE RESOLUTION:**

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, such unsettled dispute shall be referred to the ..... authority as per the provisions of Real Estate Regulation and Development Act 2016 and the Rules and Regulation framed thereunder.

**33) GOVERNING LAW:**

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

### **SCHEDULE I**

#### **THE SAID PLOT ABOVE REFERRED TO:**

**ALL THAT** piece and parcel of land bearing **CTS No. 378**, area admeasuring **4937 Sq. Mtrs.**, lying, being and situated at Jayaprakash Nagar, Village: **Pahadi- Goregaon**, Taluka: **Borivali**, District: **Mumbai Suburban- 400063** and bounded as follows:

On or towards the North by : .....  
On or towards the South by : .....  
On or towards the East by : .....  
On or towards the West by : .....

### **SCHEDULE II**

#### **SAID FLAT ABOVE REFERRED TO:**

Flat bearing No. ...., admeasuring about ..... Sq. Meters. of Carpet area plus ..... Sq. Meters. of other area, aggregating to \_\_\_\_\_ Sq ft as total usable carpet area on the .....Floor along with \_\_\_\_\_ car parking of the said building known as “**MEHTA MARQUINA 1978**”, which is constructed in or upon the above referred said Plot, which Flat is shown on the floor plan thereof as Annexure ‘D’,

### **SCHEDULE III**

#### **AMENITIES**

#### **(LIST OF AMENITIES)**

#### **A.) Description of the common areas provided:**

Sr. no.	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
1.	Fitness Centre 1	31-12-2030	31-12-2030	260 Sq. m

2.	Fitness Centre 2	31-12-2030	31-12-2030	196.83 Sq. m
3.	Fitness Centre 3	31-12-2030	31-12-2030	117.76 Sq. m
4.	Society Office	31-12-2030	31-12-2030	19.68 Sq.m
5.	Lawn Area	31-12-2030	31-12-2030	140 Sq.m
6.	Senior Citizen's Area	31-12-2030	31-12-2030	93.72 Sq.m
7.	Children's Play Area	31-12-2030	31-12-2030	189 Sq.m
8.	Jogging Trail	31-12-2030	31-12-2030	290 Sq.m
9.	Infinity Pool & Deck (at Terrace)	31-12-2030	31-12-2030	257 Sq.m
10.	Entrance Lobby	31-12-2030	31-12-2030	58.91 Sq.m

**B.) Facilities/ amenities provided/to be provided within the building including in the common area of the building:**

Sr. no.	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/ amenities	FST Utilized or free of FSI
1.	Fitness Centre 1	Wing A&B	31-12-2030	31-12-2030	260.04 Sq.m	Free of FSI
2.	Fitness Centre 2	Wing A&B	31-12-2030	31-12-2030	196.83 Sq. m	Free of FSI
3.	Fitness Centre 3	Wing A&B	31-12-2030	31-12-2030	117.76 Sq. m	Free of FSI
4.	Society Office	Wing A&B	31-12-2030	31-12-2030	19.68 Sq.m	Free of FSI
5.	Lawn Area	Wing A&B	31-12-2030	31-12-2030	140 Sq.m	OTS
6.	Senior Citizen's Area	Wing A&B	31-12-2030	31-12-2030	93.72 Sq.m	OTS
7.	Children's Play Area	Wing A&B	31-12-2030	31-12-2030	189 Sq.m	OTS
8.	Jogging Trail	Wing A&B	31-12-2030	31-12-2030	290 Sq.m	OTS
9.	Infinity Pool & Deck (at Terrace)	Wing A&B	31-12-2030	31-12-2030	257 Sq.m	OTS

**C.) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:**

Sr. no	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/ amenities	FST Utilized or free of FSI
1.	Entrance Lobby	Wing A&B	31-12-2030	31-12-2030	58.91 Sq.m	

**D.) The size and the location of the facilities/ amenities in form of open spaces ( RG /PG etc.) provided/ to be provided within the plot and/ or within the layout.**

Sr. no	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
1.	RG (LOS 1 + LOS 2)	Wing A&B	610.09 Sq.m	31-12-2030	31-12-2030
2.	Paved RG (LOS 3+LOS 4)	Wing A,B & C	443.24 Sq.m	31-12-2030	31-12-2030

**E.) Details and specifications of the lifts:**

Sr. no.	Type Lift (passenger/ service /stretcher/goods/ fire evacuation/ any other	Phase name/ number	Total no. of Lifts provided	Number of passenger or Carrying capacity in weight (kg)	Speed (mtr/sec)
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1.	Passanger Lift	Wing A	1	21 PAX	2.5 (mtr/sec)
2.	Stretcher Lift	Wing A	1	20 PAX	2.5 (mtr/sec)
3.	Fire Lift,FIRE Evacuation Lift	Wing A	2	15 PAX	2.5 (mtr/sec)
4.	Passanger Lift	Wing B	1	21 PAX	2.5 (mtr/sec)
5.	Stretcher Lift	Wing B	1	20 PAX	2.5 (mtr/sec)
6.	Fire Lift,Fire Evacuation Lift	Wing B	2	15 PAX	2.5 (mtr/sec)



**IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS THIS .....  
DAY OF ..... 2025 AT .....**

**THE COMMON SEAL OF THE            )**  
**WITHIN NAMED “PROMOTER”        )**  
**M/s. SHREERAM BUILDERS            )**  
Through its Partner/s                 )  
**1) .....                                        )**

<i>(Signature)</i>	<i>(Photo)</i>	<i>(Left Thumb)</i>

**SIGNED & DELIVERED BY THE        )**  
**WITHIN NAMED “ALLOTTEE/S”        )**  
**1) .....                                        )**

<i>(Signature)</i>	<i>(Photo)</i>	<i>(Left Thumb)</i>

**2) .....                                        )**

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<i>(Signature)</i>

<i>(Photo)</i>

<i>(Left Thumb)</i>

In the presence of

1) ..... )

2) ..... )

## **RECEIPT**

Received an amount of Rs...../- (Rupees ..... Only) from the Allottee/s towards part payment of total consideration as mentioned in clause No. 2 above in following manner:

Date	Amount (Rs.)	Cheque No.	Name of the Bank

I say received

**M/s. SHREERAM BUILDERS**

Through its Partner/s