

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Navi Mumbai on this day of _____ 2026 between

M/S KONNARK STAYS A PARTNERSHIP FIRM THROUGH ITS PARTNER SMT LATA BHAUSAHEBSHINGADE, having his office at 901 & 902, 9th Floor, Shelton Cubix, Plot No 87, Sector-15, CBD Belapur, Navi Mumbai 400614. Hereinafter referred to as "THE PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) OF THE ONE PART

OF THE ONE PART and MRS/MR VINAYA VINOD SURVE AND VINOD VISHWANATH SURVE (PAN NO- EVJPS8785J, APNPS7621D) ADDRESS: FLAT NO 702 7TH FLOOR , GANESH TOWER, KHANDA COLONY C SCETOR-17 MOTHA KHANDA , PANVEL , RAIGAD, MAHARASHTRA 410206 . hereinafter referred to as "THE ALLOTTEE(S)" (which expression shall unless contrary to the context or meaning there of mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its trustees for the time being) OF THE OTHER PART.

RECITAL OF THE TITLE OF THE PROMOTER TO THE PLOT

Whereas the Promoter is absolutely seized and possessed of or otherwise well and sufficiently entitled to all those piece or parcel of Non agricultural vacant land or ground bearing **Gut No.- 61** admeasuring about **6220 sq. mtr.** situate, lying and being at **Village-Giravale within the jurisdiction of Sub-Registrar of Panvel, Tal.-Panvel, Dist.-Raigad by registered Sale Deed No PVL2-20359-2024 dated 21-10-2024** and more particularly described in the schedule 1 hereunder written and hereafter referred to as "THE SAID PROPERTY/PLOT OF LAND". Hereto annexed and marked "**Annexure - A**" is the copy of the **7/12** extract of the said plot of land; WHEREAS, by letter dated 28/03/2025, bearing reference no. MSRDC/SPA/Girvale/BP-529/CC/2025/1474, MSRDC granted development permission to the Promoter to utilize a portion of the available Floor Space Index (FSI) BUILT-UP-AREA, specifically 13,951.186 square meters, out of the total available FSI on the said plot of land, for the purpose of constructing a 1 Residential Building (Building No.2) Comprising Stilt + 26 (Twenty Six) Upper Floors and 1 Commercial Building (Building No.1) Comprising Ground + 1 (One) Floor, totaling 242 residential units and 5 commercial units; and the Promoter has obtained the necessary **commencement certificate** for the same, a copy of which is annexed herewith as **Annexure - B**.

Notification of MSRDC as Special Planning Authority Development Permission and Commencement Certificate

And whereas the aforesaid land has been converted to non-agricultural use vide a common order of the Deputy chief planner MSRDC LTD. Issued **commencement certificate via letter MSRDC/SPA/Girvale/BP-529/CC/2025/1474 dated 28/03/2025**, is annexed hereto as "**Annexure – B**". And whereas the aforesaid land falls under MSRDC (Maharashtra State Road Development Corporation Limited) and the Government of Maharashtra has notified the Maharashtra State Road Development Corporation Limited (MSRDC) as the special planning authority for the MSRDC(Maharashtra State Road Development Corporation Limited)Notified area; And whereas the Promoter is fully entitled to develop the said land and construct the buildings thereon in accordance with the plans sanctioned by MSRDC Limited.

The promoter has got the plans, the specifications, elevations, sections and details of the said buildings to be constructed on the said plot approved from the concerned local authority;MSRDC granted development permission to the Promoter to utilize a portion of the available Floor Space Index (FSI) BUILT-UP-AREA, specifically **13,951.186** square meters, out of the total available FSI on the said plot of land, for the purpose of constructing a **1 Residential Building (Building No.2) Comprising Stilt + 26 (Twenty Six) Upper Floors and 1 Commercial Building (Building No.1) Comprising Ground + 1 (One) Floor , totaling 242 residential units and 5 commercial units;**

And whereas the Allottee(s) is/are offered a **Flat bearing number - 1204 on the 12th Floor in Building No. 2** (hereinafter referred to as “the said Flat”) of the buildings’ project to be known as “**KONNARK STELLAR**” (hereinafter referred to as “the said Building”) being constructed of the said project, by the Promoter;

And whereas the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

And whereas the Promoter has appointed a structural Engineer 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(s).

And whereas by virtue of the aforesaid Agreements, the Promoter has sole and exclusive right to sell the Flat and Other Units in the proposed building(s) to be constructed by the promoter on the project land and to enter into Agreement(s) with the Allottee(s) of the said Flat and Other Units therein and to receive the sale price in respect thereof.

APPOINTMENT OF ARCHITECT

WHEREAS, the Promoter has engaged **M/s.AN.ARCH ARCHITECT & PLANNER** an architect duly registered with the Council of Architects, to oversee the design and planning of the project. The Agreement between the Promoter and the Architect is in accordance with the guidelines prescribed by the Council of Architects. The office of the Architect is located at Office No. 20 & 21, Ground Floor, Raheja Arcade, Plot No. 61, Sector – 11, CBD Belapur, Navi Mumbai - 400614.

APPOINTMENT OF RCC CONSULTANT & STRUCTURAL DESIGNER

WHEREAS, the Promoter has appointed **M/s. CSE CONSTULTANTS**, with office located at A/71, Crystal Apartment, Dahanukarwadi Metro Station, New Link Road, Kandivli West, Mumbai - 400067, as the R.C.C. Consultant and Structural Designer to prepare the structural designs, drawings, and specifications for the construction of the building.

VERIFICATION OF THE DOCUMENTS

And whereas the authenticated copy of Certificate of Title issued by the advocate of the Promoter's i.e. **ADV. UMESH SHINDE**, showing the nature of the title of the Promoter to the project land on which the Flats are to be constructed have been annexed hereto and marked as "**Annexure-C**".

APPROVAL OF LAYOUT PLAN

And whereas the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as "**Annexure-D**".

APPROVAL PLANS OF THE ALLOTTEE'S FLAT

And whereas 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-E**".

ONGOING APPROVALS AND COMPLIANCE

WHEREAS, the Promoter has obtained certain approvals for the development plans, including specifications, elevations, and sections of the building from the concerned local authority. The Promoter shall continue to seek and obtain all necessary approvals from the relevant authorities to ensure compliance with all legal requirements, including obtaining the Building Completion Certificate or Occupancy Certificate for the building.

CONDITIONS FOR COMPLETION CERTIFICATE

WHEREAS, the concerned local authority and/or Government has imposed certain terms, conditions, stipulations, and restrictions which must be complied with by the Promoter in the course of the development of the project. Only upon the full compliance with these conditions will the Building Completion Certificate or Occupancy Certificate be issued by the local authority.

COMMENCEMENT OF CONSTRUCTION

WHEREAS, the Promoter has commenced the construction of the buildings in accordance with the approved plans, development permissions, and the commencement certificate received from the local authority.

FLAT ALLOTMENT REQUEST BY PURCHASER

After multiple discussions and negotiations the Promoter and the purchaser have finalized the terms and conditions of this agreement. It is clear between the promoter and the purchaser that the terms and conditions of this agreement supersedes any and all agreements, discussions, understandings, forms, emails, letters etc, prior to this agreement, between both the parties. The parties agree that the Agreements,

schedules, annexures and exhibits and any amendments thereto, constitute the entire understanding between the parties concerning the subject matter hereof.

The terms and conditions, facilities and amenities as mentioned in this agreement will be applicable on both parties. And both parties agree that the terms and conditions, facilities and amenities as mentioned in this agreement overrides, supersedes, cancels any prior written or oral all agreements, negotiations, commitments, writings, discussions, representations, assurances, commitments, warranties made by the promoter in any documents, brochures, advertisements, fliers, hoardings, emails, WhatsApp forwards etc and or through any other medium hereinbefore agreed upon between the Promoter and the Allottee(s) which may in any manner be inconsistent with what is stated herein.

And whereas the Allottee(s) have applied to the Promoter for allotment of a Flat and/or other units **bearing number 1204 on the 12th Floor in Building No.2** of the proposed buildings' project to be known as "**KONNARK STELLAR**" being constructed of the said Project. And whereas the carpet area of the said Flat is **35.065 Sq. Mts.** WHEREAS, as per the guidelines of the Real Estate (Regulation and Development) Act, 2016, and Maharashtra Rules and Regulations, 2017, "Carpet Area" refers to the net usable floor area of a flat/shop, excluding external walls, areas under service shafts, exclusive balconies or verandahs, and open terrace areas appurtenant to the flat/shop for the exclusive use of the Allottee/Purchaser. The area does include the internal partition walls. **Furthermore**, along with the carpet area, the Promoter is providing **ancillary areas** (such as balconies or natural attached terraces) **without any additional monetary consideration**, as part of the overall package for the flat.

MUTUAL AGREEMENT AND COMMITMENT

WHEREAS, both parties, having fully reviewed and understood the terms and conditions of this Agreement, as well as all applicable laws, regulations, and stipulations, have agreed to enter into this Agreement in good faith and are committed to adhering to its terms. And whereas 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.

PART PAYMENT OF SALE CONSIDERATION

And whereas prior to the execution of these presents, the Allottee(s) has/have paid to the Promoter a sum **of Rs. 10,25,000/- (RUPEES TEN LAKH TWENTY FIVE THOUSAND ONLY)** as part of Earnest Money Deposit (EMD) being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee(s) as advance payment or application fee or part of Earnest Money Deposit (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee(s) has/have agree(s) to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

PROJECT REGISTRATION UNDER RERA

WHEREAS, in compliance with the Real Estate (Regulation and Development) Act, 2016 (RERA), and the Maharashtra RERA Rules, the Promoter has registered the project under the provisions of the said Act with the Real Estate Regulatory Authority at Mumbai, with **Registration No. P52000080382**, and a copy of the Certificate of Registration is annexed hereto as **Annexure - F**; and the Promoter undertakes to adhere to the provisions of RERA throughout the course of the development of the project, including the completion and handover of the Flats to the Allottee(s).

EXECUTION AND REGISTRATION OF SALE AGREEMENT

WHEREAS, as required under Section 13 of the Real Estate (Regulation & Development) Act, 2016 (Maharashtra), the Promoter is obligated to execute a written Agreement for Sale of the units/flats with the Allottee(s) and to have the said Agreement registered under the Registration Act, 1908.

ACKNOWLEDGMENT OF LEGAL COMPLIANCE

Both the Promoter and the Purchaser(s) hereby confirm that they are executing this Agreement with full knowledge and understanding of all applicable laws, rules, regulations, and notifications governing the Project, and undertake to comply with them in all respects. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee(s) hereby agree(s) to purchase the said Flat.

Now therefore this Agreement witnessed and it is hereby agreed by and between the parties hereto as follows:

1. CONSTRUCTION OF THE PROJECT

The Promoter shall construct the said building **project to be known as “KONNARK STELLAR” consisting 1 Residential Building (Building No.2) Comprising Stilt + 26 (Twenty Six) Upper Floors and 1 Commercial Building (Building No.1) Comprising Ground + 1 (One) Floor, totaling 242 residential units and 5 commercial units**; on the project Land in accordance with the plans, designs and specifications approved by the concerned authority and which have been seen and approved by the Allottee(s) with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned authority/Government to be made in any of the Premises.

2. ALLOTMENT OF FLAT:

The Allottee hereby agrees to purchase from the Promoter, on the basis of carpet area only, Flat No. **1204** admeasuring **35.065** Sq. Mtrs. carpet area (hereinafter referred to as "The said flat") along with the following additional areas, provided without any further consideration, as per the approved plans of the said building project known as "**KONNARK STELLAR,**" located on the **12th Floor in Building No.2** of the Project: hereinafter referred to as "THE SAID FLAT", as shown on the floor plan thereof hereto annexed and marked as "Annexure-E" for a price of **Rs.44,50,000/- (RUPEES FORTY FOUR LAKH FIFTY THOUSAND ONLY)** +Additional Charges more particularly described in clause 3,4, 22 and 23.

The Said Flat also includes a balcony, admeasuring **4.012** Sq. Mtrs. which is provided as an ancillary area without any additional monetary consideration. These areas shall be used in accordance with the norms and regulations specified by the concerned planning authority, and in adherence to safety standards. The Chajja, specifically, is provided primarily for protection from harsh weather conditions and shall be used accordingly.

3. CONSIDERATION:

The Allottee(s) have paid on or before execution of this agreement a sum of **RS. 10,25,000/- (RUPEES TEN LAKH TWENTY FIVE THOUSAND ONLY)** as advance payment or application fee or part of Earnest Money Deposit (EMD) and hereby agree(s) to pay to the Promoter the balance amount of **Rs.34,25,000/- (RUPEES THIRTY FOUR TWENTY FIVE THOUSAND ONLY)** + .Additional Charges more particularly described in clause 3,4, 22 and 23 in the following manner:-All Payments as a part of consideration and all other charges mentioned in clause no. 3,4, 22 and 23 to be shall be deposited in : "**Konnark Stays RERA Designated Collection Account For Konnark Stellar**", having Account NO. **0183102000035671** CBD Belapur, Branch having **IFSC Code IBKL0000183** situated at IDBI Building, Plot No 39/40/41, Sector 11, CBD-Belapur, Navi Mumbai 400614. In addition to the bank account, I/We have opened in the same bank, **RERA Designated Separate Account and RERA Designated Transaction Account Having Account NO. 0183102000035662 and 0183102000035653** respectively to the Promoter in the following manner: towards the consideration of the Flat in accordance with The Schedule of Payment mentioned hereto. The payment of the consideration STRICTLY as per the payment schedule is agreed and understood to be the essence of the contract for the payment of the instalments as per the payment schedule is essential for the completion of the construction in the given time frame and the default may adversely affect the completion of project within the committed time frame. The Allottee/s has been explained that any default in the payment as per the schedule might cause loss/delay to the entire project. The Allottee/s has/have therefore agreed not to commit any default in the payment and scrupulously and tenaciously adhere to the schedule of payment.

4. PAYMENT SCHEDULE:-

SRNO	WORK COMPLETION	PERCENTAGE
1	BOOKING AMOUNT/EMD	10%
2	AGREEMENTFORSALE	10%
3	INITIATIONOFFOUNDATION	15%
4	INITIATIONOFPLINTH	15%
5	INITIATIONOFSLAB2	5%
6	INITIATIONOFSLAB5	5%
7	INITIATIONOFBRICKWORK	10%
8	INITIATIONOFSLAB10	5%
9	INITIATIONOFFLOORING	5%
10	INITIATIONOFSLAB15	5%
11	INITIATIONOFFPAINTING	3%
12	INITIATIONOFSLAB20	5%
13	INITIATIONOFSLAB25	3%
14	INITIATIONOFELECTRICALWORK	3%
15	ONDATEOFFOFFEROFPOSSESSION	1%
TOTAL		100%

a) The Total Purchase Price above Includes (GST).

- b)** The payment of all the above installments will be accepted by Cheque/Demand Draft/Pay Order/NEFT/RTGS only and as per the Payment Schedule. The Cheque/s or Demand Draft or Pay Order should be drawn in favour of: "Konnark Stays RERA Designated Collection Account For Konnark Stellar" and shall be sent to office of Promoters at Office No - 901 & 902, 9th Floor, Shelton Cubix, Plot No 87, Sector-15, CBD Belapur, Navi Mumbai 400614 either by hand delivery or by Registered A/D or by Courier (Acknowledgement Due in all types of deliveries). In case if the Purchaser/s has/have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the Promoter's designated account, the Purchaser/s shall intimate to the Promoters the UTR Number, bank details and such other details as shall be required by the Promoters to identify and acknowledge the receipt of the payment by the Promoters. In case, if the Promoters desires to receive further payments of balance installments, favouring certain other Bank Account of the Promoters, then and in that event, the Promoters shall specifically mention the new Bank Account in the Installment Demand Letter that shall be addressed to the Purchaser/s. Thereafter, the Purchaser/s shall himself/herself/themselves or cause his/her/their financial institution to draw the Cheque/s or Demand Draft or Pay Order favouring the said new Bank Account.

5. TDS

The Allotee/s hereby agrees, declares and confirms with the Promoter that the Allotee shall comply with the mandate of S. 194-IA of the Income Tax Act, 1961 by deducting TDS, if applicable, and depositing the same with the concerned Authorities under Income Tax Department and the Allotee/s shall file the necessary return of such TDS with the Income Tax Authorities within the stipulated period and shall also issue the TDS certificate to the Promoter within the stipulated period. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Allotee/s that the Allotee/s shall be entitled to get the credit of the TDS deducted by him / her / them only if the Promoter are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Member/ Allotee/s. In case if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Allotee/s shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.

6. PRICE ESCALATION

The Total Price 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/Taxes 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, Taxes 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 Allottees, which shall only be applicable on subsequent payments.

7. CONFIRMATION OF THE CARPET AREA

The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Buildings are complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (Three percent).The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter if the variation is above 3% . If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee(s) within 45 (Forty- Five) days. If there is any increase in the carpet area allotted to Allottee(s),the Promoter shall demand additional amount from the Allottee(s) 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 2 of this Agreement.

8. AUTHORISATION TO THE PROMOTER TO ADJUST PAYMENTS TOWARDS DUES

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

9. INSPECTION OF DOCUMENTS BY THE ALLOTEE/s :

The Allotee/s has/have prior to the execution of this Agreement, perused all the documents constituting title deeds, approved plans, commencement certificate, development permission and satisfied himself/themselves/herself about the title of the Promoter to the said Flat and no requisition or objection shall be raised upon the Promoter in any matter relating thereto. The Allotee/s has independently verified the title certificate issued by the advocate made inquiries concerning the title of the Promoter to the Project Land and the Allotee/s has/have accepted the same and he/she/they shall not be entitled to raise or administer any requisition or objection in respect of the same or the Promoter title thereto.

10. TIME BEING ESSENCE:

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee and the common areas to the Confirming Party 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/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in above ("Payment Schedule").

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority 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 concerned local authority Occupation and/or Completion Certificates in respect of the said Flat.

Time is essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottees 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 instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause herein above. ("Payment Schedule").

11. CURRENT FSI:

The Promoter hereby declares that the Floor Space Index utilized as on date in respect of the project land is **13,951.186 Sq. Mts.** Only and the Promoter has planned to utilize additional Floor Space Index of by availing FSI available on the project land, on payments of premiums for additional FSI available as incentive FSI by implementing various scheme as mentioned in the development control regulations or based on expectation of increased additional FSI which may be available in the near future on modification of development control regulations/ development Plan. Promoter has also planned to utilize additional Floor Space Index of by availing TDR available on the project land, by purchasing the permissible TDR available from the market or from Development/ Planning Authority (MSRDC) as per the provisions as mentioned in the Development control regulations or Development Plan. The Allottee(s) have agreed to purchase the said Flat based on the proposed construction and sale of Flat to be carried out by the Promoter by utilizing the proposed FSI/TDR and on the understanding that the declared proposed FSI/TDR shall belong to Promoter only.

12. FUTURE FSI/TDR:

The allottee hereby declares that the promoter has specifically expressed to him the desire to consume addition F.S.I / TDR. On the said Plot. Promoter intends to construct a Residential-cum-Commercial Building on the said plot, utilizing a Total Permissible FSI of **15352.848 square meters, 1 Residential Building (Building No.2) Comprising Stilt + 26 (Twenty Six) Upper Floors and 1 Commercial Building (Building No.1) Comprising Ground + 1 (One) Floor** by applying for revised permissions (Plans, C.C., Necessary permission) to consume such F.S.I. The allottee is shown a specific revised plan and is made aware of the changes going to be made to the existing building plan.

13. CONSEQUENCES UPON FAILURE IN ADHERING TO TIME SCHEDULE, INTEREST PAYABLE ON DELAY, AND TERMINATION AND CANCELLATION OF THE AGREEMENT:

If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat to the Allottee(s) the Promoters agrees to pay to the Allottee(s) who does not intend to withdraw from the project, interest as specified by the MAHARERA, on all the amounts paid by the Allottee(s) for every month of delay, till the handing over of the possession.

The Allottee(s) agrees to pay to the Promoter, interest as specified in MahaRERA Rules, on all the delayed payment which becomes due and payable by the Allottee(s) to the Promoters under the terms of this Agreement, from the date the said amount is payable by the Allottee(s) to the Promoter. Without prejudice to the right of promoter, to charge interest to the Allottee(s) committing default in payment, on due date, of any amount due, and payable within 15 days of demand letter/notice to the Allottee(s) by the Promoter under this Agreement (including his/her/them proportionate share of taxes levied by concerned local authority and other outgoings). Upon failure of the Allottee(s) to pay to the Promoter the part payment as per the Demand letter/ notice, the Promoter will send the Allottee(s) a second demand notice along with the interest as specified in MahaRERA Rules on the defaulted part payment and then the Allottee(s) shall pay the part payment along with the levied interest to the promotor within 15 days. However upon failure of the Allottee(s) to comply to the payment demand of the second demand and interest letter, the promoter can keep charging interest to the Allottee(s) towards the delayed payments and the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of 15 (Fifteen) days in writing through a termination letter to the Allottee(s) by Registered Post AD at the address provided by the Allottee(s) or mail on 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) fail(s) to rectify the breach or breaches mentioned by the Promoter within 15 days of the termination 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 any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Allottee(s) to the Promoter. Upon termination, the Promoters shall have the right to resell the said premises to any third party as deemed appropriate. Upon termination, the Purchaser/s shall promptly return the original Agreement, all payment receipts, and the original mortgage NOC (if applicable) to the Promoters within 7 (seven) days of the termination notice. Once the Promoters receive all the original documents, they shall refund the excess amount. Upon cancellation of the Flat, the Allottee(s) shall forfeit the EMD amount/ BOOKING amount ie (10% of the Total Agreement value) paid at the time of booking plus, the amount spend towards all applicable taxes/ charges paid to government namely GST, Stamp Duty and Registration towards said unit by promoter or Allottee(s).

In case of cancellation /refund/ booking amount refund/ token amount refund due to any reason of the flat of the Allottee(s), the amount to be refunded to the Allottee(s) will be refunded, as per the Allottee(s) declaration in the following bank account of the Allottee(s), and this agreement stands automatically cancelled.

Account Holder Name – VINOD VISHWANATH SURVE

Account Number – 183010100038720

IFSC code – UTIB0000183

Bank Name – AXIS BANK

Branch – VILE PARLE (E) MUMBAI - 400057

- 14.** The fixture and fittings with regards to flooring and sanitary fittings and amenities to be provided by the Promoter in the Flat and the said building are those that are set out in the “**Annexure 1**” mentioned hereunder.

15. TIMELINE FOR DELIVERING POSSESSION

- a) The Promoter shall deliver possession of the Flat to the Allottee **on or before 30/12/2032**. If the Promoter fail or neglect to give possession of the Flat to the Allottee on account of reasons beyond his or her agent's control by the aforesaid date, the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at the same rate as mentioned in abovementioned clause 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

15.1 War, civil commotion or act of God;

15.2 Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- b) The Promoter shall give possession of the Flat to the Allottee(s) on or before 30/12/2032. If the Promoter fails or neglect to give possession of the Flat to the Allottee(s) on the aforesaid date, then the Promoter shall be liable on demand of the Allottee(s), to pay the Allottee(s) an interest as specified in MahaRERA Rules of the amount received by the Allottee(s) till that date. Or if the aAllottee(s) demands to terminate this agreement and demands the Promotor to refund the payment made to the Promoter. Upon cancellation, the Purchaser/s shall promptly return the original Agreement, all payment receipts, and the original mortgage NOC (if applicable) to the Promoters within 7 (seven) days of the cancellation notice. Once the Promoters receive all the original documents, Then the promoter is liable to refund to the Allottee(s) all the payments received by him form the Allottee(s) within 6 months of such demand. Upon cancellation, the Promoters shall have the right to resell the said premises to any third party as deemed appropriate.

c) PROCEDURE FOR TAKING POSSESSION

The Promoter, upon obtaining the Part/Full Occupancy Certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issuance of such notice and the Promoter shall give possession of the Apartment 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 (2) month from the date of receipt of Occupancy Certificate/Part Occupancy Certificate in respect of Said Apartment from Promoter for taking possession of said Flat. The Allottees must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said Flat and also become a member of the society by executing relevant documents of receiving the occupancy certificate in respect of the said building in which said apartment is situating. TheAllottee/s shall take possession of the Apartment within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said Apartment is ready for use and occupation.

Even if the Allottee/s does/do not take possession of the apartment, still he/she/they shall become liable for the payment of maintenance charges as mentioned herein below, so also for all other taxes, levies, cess and charges as may be imposed or become payable in respect of the said apartment.

16. FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF APARTMENT:-

Upon receiving written intimation from the Promoter, the Allottee/s shall take possession of the Apartment 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 (15) such Allottee/s shall continue to be liable to pay maintenance charges as applicable as stated in this agreement.

17. DEMURRAGE FOR DELAYED POSSESSION:-

In the event the Purchaser(s)/Allottee(s) fail to take possession of the said premises within the stipulated period after settling all outstanding dues to the Promoters, the Purchaser(s)/Allottee(s) shall incur a demurrage charge or mutually agreed compensation amounting to Rs.50,000 per month. Furthermore, the Promoters shall not be held liable or responsible for any damages or defects that may arise in respect of the said premises from the date on which the Promoters offer possession of the said premises.

18. DEFECT LIABILITY:

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment 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 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.

18.1 The Purchaser shall not make any alterations to the premises, including structural changes (e.g., columns, beams), fittings, pipes, water connections, or any changes to the bathroom, toilet, or kitchen that could cause water seepage. Further, the Purchaser shall not:

- (i) Install air conditioners or other equipment on external walls in a manner that may destabilize the structure;
- (ii) Overload the lift with heavy luggage;
- (iii) Damage common walls, the neighbour's apartment, or any common areas by drilling, chiselling, shaving or removing originally constructed materials. If any of

these actions are taken, the defect liability shall be void. Defects are limited to manufacturing and workmanship errors by the Promoter and exclude defects from normal wear and tear or misuse by the Occupant.

- 18.2** The Purchaser is solely responsible for maintaining the premises and must ensure, among other things that the tile joints are regularly filled with white cement or epoxy to prevent water seepage.
- 18.3** If the manufacturer's warranty expires before the defects liability period, and the Purchaser fails to renew annual maintenance contracts, the Promoter will not be responsible for any defects arising from this.
- 18.4** The Project was designed and constructed based on commitments and warranties from contractors, suppliers, and manufacturers. These warranties cover equipment, fixtures, and fittings and shall remain valid during the warranty period, ensuring proper maintenance of the premises and common areas.
- 18.5** The Purchaser acknowledges that regular wear and tear, including hairline cracks in walls and RCC structures due to temperature changes, seismic Movement, and other natural causes, is not a structural defect. Such minor cracks are not attributable to bad workmanship. Any defect claim must be supported by a report from a nominated expert, at the Purchaser's cost, assessing the materials, structure, and workmanship.
- 18.6** The Promoter, maintenance agency, or Association has the right of access to common areas, garages, and parking spaces for maintenance. The Purchaser agrees to allow access to the premises after prior notice, during normal working hours, to address defects.
- 18.7** The Purchaser's right to use common areas is subject to the timely payment of maintenance charges, as determined by the maintenance agency or Association, and adherence to all obligations set by the agency or Association.
- 18.8** Service areas, such as refuge areas, sub-stations, and pump rooms, are designated for specific purposes and cannot be used by the Purchaser, except as parking spaces. These areas are reserved for maintenance services by the Association.
- 18.9** The Purchaser and any subsequent occupant must comply with the rules and regulations of the Society or Apex body, as well as government and local authority rules, for the protection and maintenance of the building and premises.

- 18.10** The Purchaser shall have exclusive possession of the terrace or balcony attached to the premises. Other purchasers in the building shall not object to the Promoter granting exclusive rights to the Purchaser to use the terrace or balcony.
- 18.11** The Promoter will only pay proportionate charges for property tax, service charges, sinking fund, insurance, and NA charges for vacant or unsold premises. The Promoter will not pay for water, common electricity, lift maintenance, car parking, or other charges related to occupied units.
- 18.12** The Promoter is not obligated to carry out any extra work in the premises that goes beyond what is agreed in this Agreement.
- 18.13** This Agreement does not grant or transfer any legal rights to the premises, plot, or building. All open spaces, parking, lobbies, staircases, terraces, and recreational areas remain the property of the Promoter until transferred to the Society or Apex body, subject to the rights of the Promoter.

19. USE OF THE FLAT

The Allottee(s) shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking spaces only for purpose of keeping or parking his own vehicle.

20. FORMATION OF CO-OPERATIVE SOCIETIES AND APEX BODY

The Promoters have informed the Purchaser(s), and the Purchaser(s)/Allottee(s) acknowledge(s) that, pursuant to Section 11(4)(e) of the Real Estate (Regulation and Development) Act, 2016, the Promoters shall form a Co-operative Society or two separate Co-operative Societies for Residential and Commercial Premises, respectively, within a period of three months from the date when a majority (51%) of the Allottees/Purchasers have booked their Flat/Shop/Office/Premises in the **"KONNARK STELLAR"** project. Subsequently, the Promoters may form an Apex Body, if required, comprising both Societies for the entire layout/building, encompassing both Residential and Commercial Premises, in accordance with the applicable Acts and Rules (hereinafter referred to as "the said Society/Societies/Apex Body"). For the formation of the said Society/Societies/Apex Body, the Promoters shall submit an application to the Registrar for the registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960, or a Company or any other legal entity, within the time stipulated by law. The Purchaser(s)/Allottee(s), along with other persons who have taken possession or acquired premises, shall form the respective Co-operative Society/Societies under and in accordance with the Maharashtra Co-operative Societies Act, 1960, as determined by the Promoters. Each Society shall determine maintenance charges to be collected from its members and regulate the services and facilities available to them. Both Societies shall determine the facilities/services provided by the Apex Body and contribute proportionately to the expenses incurred by the Apex Body. The Building shall be known as **"KONNARK STELLAR"** and the Society/Societies/Apex Body (if formed) or any other corporate or organizational entity shall be named as suggested by the Promoters and approved by the concerned authorities.

The Purchaser(s)/Allottee(s) shall cooperate with the Promoters in forming, registering, and incorporating the said Society/Societies/Apex Body, sign all necessary documents, and provide all required papers as the Promoters may request, at their own cost,

a)PURCHASER(S)/ALLOTTEE(S) ' OBLIGATION TO FORM SOCIETY

The Purchaser(s)/Allottee(s), together with other Purchaser(s)/Allottee(s), of Flats/Shops in the Building, shall participate in forming and registering the said Society/Societies and the Apex Body (if required), to be named as determined by the Promoters. For this purpose, the Purchaser(s) shall sign and execute applications for registration, membership, and other necessary documents, including the bye-laws of the proposed Society/Societies, and return them to the Promoters within 15 days of receipt. The Purchaser(s) shall not object to any changes or modifications required by the Registrar of Co-operative Societies, Registrar of Companies, or any other competent authority. Required documents for the formation of the Co-operative Society/Societies/Apex Body shall be kept at a suitable place designated by the Promoters, and the Purchaser(s)/Allottee(s) shall attend the office to sign necessary documents and provide proofs and details as required by the MSRDC or other authorities within the stipulated period.

b) TRANSFER OF RIGHTS UPON REGISTRATION OF SOCIETY OR LIMITED COMPANY

The Promoter, shall, within three months from the registration of the Co-operative Society, Association, or Limited Company, transfer all rights, title, and interest of the Original Owner/Promoter in the structure of the building where the said Apartment in the KONNARK STELLAR project is situated.

c) TRANSFER OF RIGHTS UPON REGISTRATION OF FEDERATION /APEX BODY

The Promoter, shall, within three months from the registration of the Federation or Apex Body of the Societies or Limited Company, transfer all rights, title, and interest of the Original Owner/Promoter in the project land on which the building in the **KONNARK STELLAR** project is constructed.

d)ENROLMENT AND SHARE CERTIFICATES

The Promoters shall enroll the Purchaser(s)/Allottee(s) as members of the Society/Societies/Apex Body and issue Share Certificates in their names after formation. Upon receiving name approval and NOC for registration from the concerned authority, the Promoters shall apply to the MSRDC Any other relevant authority.for the grant of NOC/permission/as mandated by the law to enroll the Purchaser(s)/Allottee(s) in their records and other revenue authorities. The Purchaser(s) shall bear all transfer charges payable to the MSRDC or Any other relevant authority.

e) AWARENESS OF TERMS AND CONDITIONS

The Purchaser(s) acknowledge(s) that they have reviewed and are aware of all terms and conditions related to the formation and operation of the Society/Societies/Apex Body. The Purchaser(s) agree(s) to be bound by and liable for payment of their proportionate share of all taxes, outgoings, and other charges in respect of the said premises as stipulated in this Agreement.

f) MANAGEMENT BY PROMOTERS UNTIL FORMATION

Until the formation of the Society/Societies/Apex Body, the maintenance and management of the premises shall be overseen by the Promoters or a specialized agency appointed by them. The Purchaser(s) shall not object to the appointment of such an agency. The open spaces, common terrace, common areas, basement/podium, security cabin, and equipment shall be managed exclusively by the Promoters. Upon formation of the Society/Societies/Apex Body, these areas shall be handed over to the Managing Committee of the respective Society/Societies or managed by a specialized agency as mutually decided.

g) FORMATION TIMELINE AND COSTS

The Promoters shall, at their sole discretion and in compliance with the Real Estate (Regulation and Development) Act, 2016, form the Co-operative Society or two separate Co-operative Societies for Residential and Commercial Premises within three months from the date of possession followed by Occupancy certificate in the “**KONNARK STELLAR**” project. An Apex Body may be formed as required. Within three months of receiving the Occupancy Certificate, the Promoters shall execute the Lease Deed/Deed of Assignment for a residual period Lease. The costs of preparing, engrossing, and registering the Lease Deed/Deed of Assignment and other related documents, including professional charges and stamp duty, shall be borne by the Society/Societies/Apex Body or proportionately by all Purchasers of the premises. The charges, costs expenses for conveyance/assignment of leasehold rights, including but not limited to Competent Authority Transfer Charge, 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 plots on ‘actual basis’ shall be borne by the Allottee in proportion to his gross usable area and that the Allottee shall come forward to accept conveyance of the said plots in the name of the society formed within two (02) months from the date of intimation by the Promoter.

This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

h) UNSOLD UNITS IN SAID PROJECT:

Promoter shall be inducted as a member of said society for unsold Units upon formation of society and conveyance of the said Plots to society. Promoter shall be entitled to sell the unsold Units in said project without any separate permission of society and the members of Society. The prospective Allottee of such unsold Units shall be inducted by the society as members. Allottee or society shall not be entitled to demand any transfer charge for the transfer of unsold Unit by the Promoter to prospective Allottees. Promoter shall also be entitled to car parking reserved for the unsold Units and the society or Allottee shall not stake claim on such parking. Promoter shall be entitled to mortgage the unsold Units of the said project with the financial institutions without any separate NOC from society or the members of society. Promoter is entitled to all the rights of being a member of Society i.e., right to attend meeting, right to vote in the meeting etc.

21. ADVANCE MAINTENANCE CHARGES

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

a) The Allottee shall pay to the Promoter at the time of possession, an advance maintenance for 12 months aggregating to **Rs. 37,800/- (RUPEES THIRTY SEVEN THOUSAND EIGHT HUNDRED ONLY)** plus applicable 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.

b) The Allottees shall bear and pay monthly maintenance charges directly to the Society after the handing of the building to the Society. The Allottees shall pay such contribution as mentioned above at the time of taking possession and shall not withhold the same for any reason Whatsoever. The Promoter will convey the said Plot to Society only after all outstanding and arrears along with interest has been received by it from Society.

c) 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 apartments/at the time of receipt of Occupancy Certificate

22. ADDITIONAL CHARGES:-

The Allottee(s) shall on or before delivery of possession of the said apartment also pay with the Promoter the following amounts.

Sr no	Amount to be paid to Promoter	Description
i	Rs. 80,000/-	For Share money, application entrance fee of the Society/Limited Company, Federation/Apex Body/ For formation and registration of the Society/ Limited Company/Federation/Apex Body/Legal Charges.
ii	0/-	Other Charges
iii	0/-	Development Charges
iv	Rs.80,000/-	TOTAL+TAX whenever applicable

22.1) Allottee hereby agrees to pay the escalation on said consideration on following grounds:

22.1.1) Any increase on account of development charges payable to the competent authority.

22.1.2) Any other increase in charges/Taxes which may be levied or imposed by the competent authority from time to time.

22.1.3) Additional cost/charges/Taxes imposed by the competent authorities,

22.1.4) The Promoter may charge the Allottee separately for any up gradation/ changes specifically requested by the Allottee in fittings, fixtures and specifications and any other facility.

22.1.5) Additional/ new taxes that may be levied from time to time.

22.2) The Allottee(s) shall on or before delivery of possession of the said apartment also pay with the Promoter the following amounts.

22.2.1) Security deposit required to be paid at time of connection / installation of electric. Water, gas meters/connections.

22.2.2) Legal / Documentation charges.

- 22.2.3) Yearly Advance for common maintenance / service charges, management and upkeep of the building as may be fixed as also taxes and other outgoings as and when demanded by Promoter from Allottee.
- 22.2.4) At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee(s) shall pay to the Promoter, the Allottees share of stamp duty and registration charges payable/ conveyance charges, payable by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building/wing of the building in their favour.
- 22.2.5) Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Flat is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the said plot and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said plot and the building to the Promoter.

23. ALLOTMENT OF PARKING:-

The said project has various types of car parkings. The promoter can allot a car parking to The Allottee(s), upon availability,

Types of Car Parking:

Type A) One car parking positions (Up or down) in a stack car parking mechanism on the Ground Floor in the Stilt Area of the building admeasuring 86 sqft dimensions 13 ft. (length) x 6.5ft. (Breadth) x 12 ft. (height).

Type B) One car parking positions (Up or down) in a stack car parking mechanism on the ground floor in the open area (open to sky) admeasuring 86 sqft dimensions 13 ft. (length) x 6.5ft. (Breadth) x 12 ft. (height).

The Allottee hereby agrees to be allotted by the Promoter, and the Promoter hereby agrees to allot to the Allottee **Type: NIL** more precisely mentioned in the Parking Allotment Letter.

The Allottee(s) has/have requested the Promoter for the allotment of an **NIL Type** of parking Space, and the Promoter agrees to allot to the Allottee(s), an **NIL Types** of Parking Space bearing No. NA, admeasuring **NIL** sq. ft., having dimensions **NIL** ft. (length) x **NIL** ft. (breadth) x **NIL** ft. (height).

24.ADDITIONAL SPACE FOR PARKING OF VEHICLE

Apart from the parking spaces and their types covered in this agreement, the Promoter can allocate/ allot to its specific proposed Allottee(s) any space available in the said project premise suitable for parking of vehicle. The Allottee(s) hereby agrees and confirms the same. The Allottee(s) also confirms that if he has not been allotted a car parking from the Promotor in the Said project then he will not park any vehicle in the said premises.

25.AWARENESS OF TERMS AND CONDITIONS

The Purchaser(s) acknowledge(s) that they have reviewed and are aware of all terms and conditions related to the formation and operation of the Society/Societies/Apex Body. The Purchaser(s) agree(s) to be bound by and liable for payment of their proportionate share of all taxes, outgoings, and other charges in respect of the said premises as stipulated in this Agreement.

26.MANAGEMENT BY PROMOTERS UNTIL FORMATION

Until the formation of the Society/Societies/Apex Body, the maintenance and management of the premises shall be overseen by the Promoters or a specialized agency appointed by them. The Purchaser(s) shall not object to the appointment of such an agency. The open spaces, common terrace, Common areas, basement/podium, security cabin, and equipment shall be managed exclusively by the Promoters. Upon formation of the Society/Societies/Apex Body, these areas shall be handed over to the Managing Committee of the respective Society/Societies or managed by a specialized agency as mutually decided. During the successful handover to the society, the society members once have successfully opened the respective bank account, the society shall intimate the promoter in writing. Within 2 months of such written intimation the promoter shall transfer the remaining amount from the amount collected, from the Allottes by the promoter for maintenance to the respective bank account of the society after having cleared all the liable expenses and dues for the respective period of the time that the promoter was bound to manage the maintenance of the premises by himself self or through any agent/ AMC appointed by the promoter.

27.FORMATION TIMELINE AND COSTS

The Promoters shall, at their sole discretion and in compliance with the Real Estate (Regulation and Development) Act, 2016, form the Co-operative Society or two separate Co-operative Societies for Residential and Commercial Premises within three months from the date of possession followed by Occupancy certificate in the “**KONNARK STELLAR**” project. An Apex Body may be formed as required. Within three months of receiving the Occupancy Certificate, the Promoters shall execute the Lease Deed/Deed of Assignment for a residual period Lease.

The costs of preparing, engrossing, and registering the Lease Deed/Deed of Assignment and other related documents, including professional charges and stamp duty, shall be borne by the Society/Societies/Apex Body or proportionately by all Purchasers of the premises. The charges, costs expenses for conveyance/assignment of leasehold rights, including but not limited to Competent Authority Transfer Charge, 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 plots on 'actual basis' shall be borne by the Allottee in proportion to his gross usable area and that the Allottee shall come forward to accept conveyance of the said plots in the name of the society formed within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

28.LED NAME AND LOGO INCLUDING THE ADVERTISEMENT UNITS-

The Conveyance Deed executed in the favour of the Society shall include that the Promoter, on its sole discretion shall upkeep the LED name and logo of the company at any part of the terrace. Not just terrace, on podium level/ elevationfinns/ gate, lobby etc of the Society. The Society shall not demand any maintenance or lease towards the LED logo from the Promoter. Furthermore, the Promoter shall not be liable to pay the electricity expenses for the said LED board. Under any circumstances the LED name and logo of the company shall not be directly or indirectly removed or asked to be removed by the society or any member of the society.

29.DEED OF ASSIGNMENT/CONVEYANCE

The Promoter shall within three months of obtaining Occupancy Certificate, as aforesaid, cause to execute a lease deed or deed of assignment in favour of the society or Limited Company.

- a) Provided that the Allottees and Residents, or the Society/Association, have not executed or carried out any modifications to the terrace, balcony, structural elements, or the positioning of doors and walls, nor engaged in the amalgamation of flats or rooms, nor altered, removed, or relocated any walls or shaved the pillars, nor enclosed the balcony area with grills, netting, or any other similar structures, the Promoter shall proceed with the execution of the Deed.
- b) In the event that any such unauthorized changes are made by the Allottees or Residents, they shall bear sole responsibility for any additional charges or costs incurred as a result of such modifications.
- c) The Allottees/Purchaser agree to provide the necessary documentation forms and signatures as required by concerned authority for the due process of formation of cooperative society and Apex body and of the assignment deed/conveyance, and as communicated by the Promoter, within twenty-four (24) hours of such communication. Additionally, the Allottees/Purchaser shall remit twelve (12) months of advance payment for maintenance or any other costs as may be stipulated. Furthermore, the Promoter shall not be held liable for any delays in the

process of the deed of assignment/conveyance arising from unauthorized alterations or any other such delays.

Should any delays be observed by MSRDC or any other relevant authority for any reason, the Promoter shall not be held responsible for such delays and shall not be subject to any legal proceedings or claims pertaining to the same.

30. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represent and warrant to the Allotee/s as follows:

- a) Except whatever is stated supra and as declared in the title report annexed to this agreement, the Promoter have clear and marketable title with respect to the Project Land and have the requisite rights to carry out development of the Project Land.
- b) The Promoter have 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 same;
- c) There are no encumbrances upon the Project or the Project Land. There are No litigations before the Court of law with respect to the project land. There are no encumbrances to law upon the Project or the Project Land.
- d) All approvals, licenses and permits issued by the competent authorities with respect to the Project land and the new building being constructed thereon 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 Land and the said Project shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project Land, the new building and the common areas;
- e) The Promoter have 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 Allotee/s created herein, may prejudicially be affected;
- f) The Promoter have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement other than that mentioned in this agreement with any person or party with respect to the Project Land or the Project and the said Flat which will, in any manner, affect the rights of Allotee/s under this Agreement;
- g) The Promoter confirm that the Promoter are not restricted in any manner whatsoever from allotting the said Flat to the Allotee/s in the manner contemplated in this Agreement;

- h) 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 Project Land and/or the Project except those disclosed in the title report.

31. RIGHTS OF THE PROMOTERS TO AMEND THE LAYOUT AND OBTAIN AMENDMENT IN SANCTION PLANS AND TO UTILIZE THE TOTAL PERMISSIBLE FSI/BUILDING POTENTIAL

The Purchaser/s acknowledge that the Promoters shall presently carry out the construction/development in accordance with the plans sanctioned and the Commencement Certificates issued by MSRDC/Any other relevant authority, specifically the Commencement Certificate dated 28/03/2025, as set out herein below:

- (a) The Promoters hereby declare that the total Floor Space Index (FSI) available for the said Plot consists of:

(i) The permissible FSI for the entire plot,

(ii) Ancillary FSI as per the provisions of the Unified Development Control and Promotion Regulation (UDCPR) of 2020,

(iii) Any additional benefits available under UDCPR. Based on the total area of the Plot and the permissible FSI, the total FSI available is 15352.848 Square meters, hereinafter referred to as the "Total Permissible FSI."

- (b) Of the Total Permissible FSI, the Promoters have currently proposed the construction of **1 Residential Building (Building No.2) Comprising Stilt + 26 (Twenty Six) Upper Floors and 1 Commercial Building (Building No.1) Comprising Ground + 1 (One) Floor**, utilizing BUILT-UP-AREA **13951.186** Square meters of FSI as per the **Commencement Certificate dated 28/03/2025**. The Promoters are entitled to utilize the remaining FSI of 1401.662 Square meters (hereinafter referred to as "Balance FSI") on the said Plot. The Promoters plan to utilize the Balance FSI or any additional FSI/TDR on the said Plot by constructing additional floors or premises, subject to obtaining an Amended Commencement Certificate from the competent authority in accordance with the revised building plans. The Purchaser(s) agree(s) to purchase the Premises based on the proposed additional construction and acknowledge that the Total Permissible FSI, including any Balance FSI or additional FSI, is solely for the benefit of the Promoters.

- (c) The Promoters further declare that the Balance FSI or Total Permissible FSI will be utilized by:
- (i) Constructing additional floors comprising residential flats, and
 - (ii) Implementing any additional changes required and approved by MSRDC/Any other relevant authority for the enhancement of the Project (hereinafter referred to as the "Proposed Additional Construction"). The Promoters commit to constructing a **1 Residential Building (Building No.2) Comprising Stilt + 26 (Twenty Six) Upper Floors and 1 Commercial Building (Building No.1) Comprising Ground + 1 (One) Floor**, subject to changes after approval of the revised plan (hereinafter referred to as the "Layout") in accordance with the revised building plans and obtaining an Amended Commencement Certificate. These proposed changes are provisional and tentative. The Promoters retain the right to make other changes as deemed necessary.
- (d) The Promoters declare that no part of the Floor Space Index for the Plot has been utilized elsewhere. The Promoters reserve the right to utilize the entire FSI/TDR/Additional FSI available for the Plot, or any part thereof, under UDCPR, for constructing additional floors or wings as deemed appropriate.
- (e) Should the Promoters utilize any FSI from other lands or properties, they shall provide detailed particulars of such utilization to the Sanctioning Authorities. If the Promoters use any FSI from other properties, including floating FSI, during the development of the Plot, they shall disclose such information to the Sanctioning Authorities.
- (f) The Purchaser(s) or the Co-Promoters/Society shall not object to the Promoters' reserved rights under this Agreement and as provided by the Act and Rules.
- (g) The Promoters reserve the right to utilize the Total Permissible FSI, including any additional FSI/benefits that may become available due to changes in MSRDC/Any other relevant authority's rules or other authorities' regulations. This includes any additional benefits or free FSI that may be granted. Such additional FSI will be used by the Promoters for constructing additional premises either within the existing structure or by adding new floors. The Promoters retain the right to sell or dispose of such additional premises in accordance with the Real Estate (Regulation and Development) Act, 2016, even after the formation of the Co-operative Housing Society or the execution of vesting documents. The Purchaser(s)' rights are limited to the Premises agreed upon in this Agreement.
- (h) Regardless of whether possession of the Premises has been delivered, the Promoters' rights to utilize the Plot's potentiality as outlined in this Agreement shall remain valid and unaffected by the execution of vesting documents.

- (i) Should MSRDC/Any other relevant authority require modifications, additions, or alterations due to changes in building byelaws or policies, the Purchaser(s) shall bear the costs of such changes after receiving the Occupation Certificate. The Promoters shall not be liable for these costs.
- (j) The Purchaser(s) acknowledge(s) and agree(s) that the Premises will be used solely for the purposes it has been approved for by the authority in the plan and that no change of use will be permitted.
- (k) The Promoters have informed the Purchaser/s, and the Purchaser/s is/are aware that the Promoters will develop the said Plot by constructing Building/s to be used for permissible uses/purposes and any other purpose as shall be permitted as per the sanctioned plans, with such modifications thereto as the Promoters may from time to time determine and as may be approved by the concerned local bodies and/or authorities. The schedule of the said development will also be determined by the Promoters/at their own discretion.
- (l) Without modifying the plan of the said Premises, the Promoters shall be entitled to amend, modify and/or vary the building plans or the layout or subdivision plan/s as also the specifications in respect thereof as may be permissible under the Act and Rules.
- (m) The Purchaser/s or the Society of the Purchaser/s of all premises holders shall not raise any objections on any ground as to Promoters rights reserved hereunder and as shall be available to the Promoters under the Act and the Rule.
- (n) The Promoters hereby reserve full right and absolute authority to utilize the said Total Permissible FSI together with the right to utilize any further additional FSI/TDR or any such other FSI/TDR benefits under UDCPR that may be permissible on the said Plot. Such additional/incremental/Free FSI shall be consumed by the Promoters by constructing additional flats/shops/offices either within the said existing structure or by constructing additional floors as may be permitted by MSRDC/Any other relevant authority. Further, the Promoters shall be entitled to utilize, construct, develop and sell/dispose of the premises so constructed by utilizing such additional FSI, TDR or any incremental/Free FSI/building potential in such manner and in such phases in accordance with the Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society/Co-operative Housing Societies/Apex Body of such Societies is formed and/or Lease Deed/Deed of Assignment for any particular Building is executed by the Promoters. For the aforesaid purpose, the Promoters shall have the right to make additions, raise storeys or put up additional structures which shall be the sole property of the Promoters who will alone be entitled to dispose of them in such a manner and on such terms as the Promoters may deem fit or proper and the Purchaser/s hereby consent to the same. The Promoters shall, after consuming such balance and/or additional FSI/TDR or any incremental FSI/building potential by constructing such permissible tenements on the said Plot, be entitled to sell such tenements for such permissible uses, to such persons and for such consideration as they may in their absolute discretion deem fit and proper. Irrespective of possession of the said premises being given to the Purchaser/s or not, the rights under this clause and/or under this Agreement reserved for the Promoters to exploit the potentiality of the

said Plot, shall be valid, subsisting, and binding on the Purchaser/s and shall continue to vest in the Promoters even after the execution of the Lease Deed/Deed of Assignment in favour of the Society that shall be formed. All the aforesaid rights of the Promoters to exploit the said potentiality shall remain unchanged, unhindered and the Promoters shall execute the Lease Deed/Deed of Assignment reserving with themselves all such rights, title, interest in the said Plot in their favour as may be outstanding at the time of execution of such Lease Deed/Deed of Assignment in favour of the Society that shall be formed. The Purchaser/s hereby agree/s, declare/s and undertake/s not to obstruct, create hindrances, challenge or dispute the rights of the Promoters to carry out the construction and development and to utilize and exploit the full potentiality of the said Plot.

32. ALLOTEE/S COVENANTS

- a) The Allotee/s for himself/ themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows :-
- b) To maintain the Flat at the Allotee/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.
- c) To pay to the Promoters such amounts as shall be required to be paid to MSRDC or any other competent Authority for obtaining its NOC/permission for the sale of the said premises by the Promoters to Purchaser/s and to do such deeds, documents and to comply with all such terms and conditions as may be stipulated by MSRDC or other concerned authority in this regard.
- d) 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 Allotee/ Member/s in this behalf, the Allotee/s shall be liable for the consequences of the breach.
- e) During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said premises or to the said building or to any of the open areas or if the work disturbs the elevation/aesthetics of the building or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the Promoters or is in contravention of the rules and regulations of the MSRDC or other concerned authorities, then immediately upon intimation of the same, the Purchaser/s shall remove such alteration and restore to its original state at his/her/their own cost, failing which, the Promoters shall have full right and absolute authority to remove/demolish such work as may be in contravention as mentioned hereinabove and to restore the said premises/building/open spaces in their original form at the entire cost, risk and

expense of the Purchaser/s. The affixing of such costs will be at the sole discretion of the Promoters.

- f) Further, as a result of any work, addition, alteration, amendment and change made by the Purchaser/s, if there is any damage to any adjoining premises or any premises above or below the said premises or abutting the said premises or to any portion of the said Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as may be required under the Act and the Rules and the Promoters shall be absolved of the obligation and the responsibility under the Act and Rules
- g) Similarly, if as a result of any addition, alteration or changes carried out by the Purchasers to his/ her/ premises, if MSRDC or other concerned authorities adopts any action either against the Promoters or the said Building/Project, then the Purchaser/s alone shall be liable and responsible for all such actions in law. The Promoters shall have further rights to adopt such action against the Purchaser/s including that of termination of this Agreement and/or recovery of compensation as the Promoters may be entitled under the Act and Rules.
- h) To carry out at his 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 Allotee 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 Allotee/s committing any act in contravention of the above provision, the Allotee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- i) 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, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.
- j) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land 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.
- k) Not use the said Premises in violation of any provision of law applicable thereto.
- l) Not use or permit the said Premises to be used for any purpose other than permissible under any law for the time being in force.
- m) Not make any changes of any nature whatsoever to the exterior of the said Premises including inter alia to the façade, passages, landings lobby etc., and to the color Scheme, treatment, etc.

- n) Not do or suffer to be done anything to in or about the said Premises or the said Building or in the staircase and/or fire escape passage and/or the common passages which may be against the rules or regulations of the MSRDC or other concerned authorities or the bye-laws of the Societies/ Apex Body/final Entity.
- o) Not to carry out any modifications in the elevator lobbies, common floor lobbies, parapet sills or the common areas of the building including creation/storage/fixing/installing of shoe racks nameplates/statuettes/potted plants, vases, bicycles, etc.
- p) To take due precautionary measures while working on shaft drain outlets, the toilets, kitchen, etc. and not to anything which may cause clogging of pipelines and/or drainages.
- q) Not to do anything which would deface walls, damage paintwork.
- r) Not to dry clothes in the Premises deck area, outside windows and common lobbies, oiling/greasing of hinges/latches/hooks.
- s) Not to tamper the aesthetics of the interiors/display panels and call buttons of the elevators by scratches or graffiti.
- t) Not refuse or neglect to carry out any work directed to be executed in the said Building or in the said Premises after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoters liable for execution of such works.
- u) Not make use of/encroach upon any portion of the said Building or any spaces (open or otherwise) in the compound not acquired nor forming part of the said Premises.
- v) Not use the said car parking spaces for any other purpose save and except parking his/her/their own light vehicles.
- w) Not park any vehicles in any open space in the compound other than at the designated area, if any.
- x) Not restrain the Promoters or their employees, agents and servants from entering upon the said Premises for inspecting the same at reasonable hours or from carrying out any construction or repair work on any part of the said Building or the said Premises for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used in the said Building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes.
- y) Become a member of the Society/s/ Apex Body of such Societies/ Final Entity and from time to time sign and execute all documents, letters, writings, communications, applications forms and registration documents and to do all other acts, deeds, matters and things as the Developers/Promoters and/or the Society/s/ Apex Body of such Societies /Final Entity shall reasonably require him/her/them/it to do.
- z) Observe, perform and comply with all the bye-laws, rules and regulations of the Society/ Apex Body of such Societies /Final Entity.
- aa) Not shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Building in any manner whatsoever.

- bb) Not enclose any deck and balcony (dry or otherwise) in the said Premises.
- cc) Not change, alter or modify the main doors to the said Premises.
- dd) Not change, alter or modify the lift landings and lift lobbies outside the said Premises or any part/s thereof.
- ee) Obtain statutory approvals (as required) from the concerned authorities and submit the statutory approvals and approved plans to the Promoters for any interior works to be undertaken in the said Premises, without which the Developers/Promoters shall not grant their permission.
- ff) To insure the said Premises from any loss, theft damage caused due to human intervention and due to any act of God including earthquake, floods riots or any other Natural calamity, act of enemy, war other causes beyond the control of the Developers/Promoters during the course of interior works for which the Developers/Promoters shall not be liable.
- gg) 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 project land and the building in which the Flat is situated.
- hh) Pay to the Promoter within fifteen days of demand by the Promoter, the Allottee/s share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- ii) 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 for any purposes other than for purpose for which it is sold.
- jj) The Allottee 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.
- kk) The Allottee/s shall observe and perform all the rules and regulations which the Promoter 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 Flats therein 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 Promoter regarding the occupancy 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.
- ll) Since the Promoter already holds the original lease in its favor, the Purchaser(s) shall permit the Promoter(s), their surveyors, agents, or contractors, with or without workmen, to enter the Plot and building, or any part thereof, at all reasonable times. This right of entry shall commence six months after the issuance of the complete Certificate of Completion (CC) and continue until the Promoters have fully utilized the Floor Space Index (FSI)/development potential of the Plot. The purpose of this access is to allow the Promoters to inspect the state and condition of the Plot and building.

- mm) During the course of construction, if the Purchaser/s is/are desirous of visiting the said Plot, the Purchaser/s shall obtain a written permission from the Promoters. During such visits to the site, in case if there is any accident/mishap or casualty, then the Promoters will not be held responsible or liable in any manner whatsoever.
- nn) In the event of Purchaser/s committing any breach or act in contravention of the above provision, the Purchaser/s shall be liable or responsible for the consequence in respect thereof to the Promoters or to the concerned local authority or other public authority in that behalf.
- oo) The Purchaser/s/Allottee/s shall not do or suffer to be done anything in the premises, which is or is likely to be a nuisance or annoyance to other occupants of the neighboring premises in any manner whatsoever. The Purchaser/s/Allottee/s shall not do or cause or allow or permit to be done in or around the premises anything illegal or immoral in nature.
- pp) Pending the payment of the entire consideration as set out hereinabove, the Purchaser/s/Allottee/s shall not transfer, assign or induct any third party or create any third party interest in the said premises or any part or portion thereof without the prior written permission of the Promoters. All the legal and administrative costs incurred by the Promoters in this regard shall be borne and payable by the Purchaser/s / Allottee/s herein.
- qq) The Purchaser/s/Allottee/s shall keep and maintain and use the said premises in good order and condition.
- rr) The Purchaser/s/Allottee/s shall permit the Promoters/MC, their authorized representatives to enter upon the said Premises for inspection and to carry out repairs at reasonable time as and when necessary after giving to the Purchaser/s/Allottee/s 24 hours prior notice thereof.
- ss) The Purchaser/s/Allottee/s undertake/s not to use the voids, conduits, outlets, ducts, etc., and/or RCC works, staircases, passages common or otherwise, fire escape balcony, terrace of the Building, common areas, open compound, internal roads or any other space in any manner not permitted by the relevant Building Rules and Bye-laws. It is clarified that the Purchaser/s/Allottee/s shall be liable to obtain, at his/her/their own cost and expense all the necessary/required permissions, consent, etc., from MSRDC or civic body and other concerned authorities in respect of the aforesaid permitted services and to ensure compliance of such permissions, etc. and the Purchaser/s/Allottee/s undertake/s to indemnify and keep indemnified the Promoters from and against any claims, losses, damages, etc., which may be suffered/incurred by the Promoters in respect of the said premises.
- tt) The Purchaser/s/Allottee/s shall at the request of the Promoters/MC (Project Management Company) produce for inspection by the Promoters/MC (Project Management Company) all such licenses, permissions, etc. prescribed by any provision or any law or rule or regulation for the purpose of running the said all-purpose Unit/s for the aforesaid business.

- uu) The Purchaser/s/Allottee/s shall abide by all the rules and regulations framed by the Promoters or MC (Project Management Company) from time to time and prescribed under the fit-out guide as modified from time to time, and confirm that the said rules and regulations of the MC (Project Management Company) and the fit-out guide form part of this Agreement.
- vv) The Purchaser/s/Allottee/s agree and confirm that the rights granted to the Purchaser/s/Allottee/s under this Agreement are limited and restricted to the use of the said premises only and the Purchaser/s/Allottee/s is not in any manner concerned with the balance area of the Project and the Promoters are entitled to deal with the said area in any manner whatsoever.
- ww) During the construction work of the said Building, the Promoters can commence the work on any floor or Premises as per their convenience or schedule, and the Purchaser/s will not object to that, and pay his/her/their installment as per the stipulated payment schedule. The Commencement of work means the commencement of work of the said Building/s and not the commencement of work of particular Premises.
- xx) The Allottee hereby confirms that the said Project has been granted a 12 meter wide right of way over and through adjoining land(s) and/or project(s), as disclosed by the Promoter. The Allottee hereby acknowledges and confirms that a 12 meter wide right of way exists and has been granted over and through portions of this Project Land for the benefit of adjoining lands, buildings and/or projects, as identified and disclosed by the Promoter. The Allottee expressly agrees and undertakes that:
 - (i) he shall not raise any objection, claim, dispute or challenge of any nature whatsoever in respect of any such right of way;
 - (ii) he shall not obstruct, interfere with, restrict or hinder the use of any such right of way by any entitled person, authority or user;
 - (iii) he shall not impose any conditions, restrictions or demands in relation to the use or enjoyment of such rights of way;
 - (iv) this covenant shall be binding upon the Allottee and shall run with the unit/premises and be binding on his successors, transferees, occupants and assigns.
 - (v) The Allottee hereby irrevocably agrees and confirms that the said right of way shall be treated at all times as a public access road for use by all entitled persons and shall not form part of the Project's internal roads, driveways or exclusive access areas. The Allottee OR the future housing society/ association of persons or any other entity formed shall not claim any ownership, easement, exclusive usage or control over the same.

33. RESTRICTIONS ON THE PURCHASER/S/ALLOTTEE/S:

The Purchaser/s has/have agreed, declared and confirmed with the Promoters that the Purchaser/s shall:

- a) Drain pipes and electrical points specifically provided by the Promoters and shall not chisel or break the walls or any part of the premises for providing a fresh ducting, copper pipes, drain pipes and electrical points.
- b) Not put or place flower pots, vases or any plantations outside the Windows or on the grills attached to the windows/balconies.
- c) The Purchaser/s shall not store any of their materials, belongings and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.
- d) The Lift facility in this Project is to be used strictly in accordance with the rules established by the Management Company, Co-operative Society, or Apex Body formed for the management of the building. It is essential that the lift is used efficiently and responsibly. The Purchaser, along with their employees, heirs, or any other associated individuals, shall not misuse the lift and must ensure its proper care and maintenance. While the lift is of good quality, it is a mechanical device not manufactured by the Promoters. Therefore, the Management Company, Co-operative Society, Apex Body, or the Promoters shall not be liable for any injuries or damages resulting from lift usage or any defects. The Purchaser and their associates waive any rights to claim damages or compensation from these parties, and by signing, the Purchaser consents to these terms.
- e) The Purchaser/s is/are aware that the leakage of water from the toilets, bathrooms and Pantry is also likely to happen in said premises as well as from the neighboring and upper Premises. Leaked water/moisture is likely to appear on the Walls of said Premises and that may deteriorate the painting and plaster on the walls. The Purchaser/s is/are aware that water is a Substance which is likely to escape, resulting into its leakage. Even if all safety and workmanship measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Purchaser/s herein agree/s that the Promoters shall not be liable for any damage in the said premises due to leakage of water and its various other after effects.
- f) The Promoters have informed the Purchaser/s and the Purchasers is/ are aware that only pet animals such as cat, dog, shall be permitted to be brought in the Society and no other wild, exotic or dangerous animals can be brought into the said Plot by any member or their visitors. The Promoters have further specifically informed the Purchaser/s and the Purchaser/s has clearly understood and agreed that slaughtering of the animals, treating them in inhuman and cruel manner or any act which amounts cruelty to animals shall not be permitted.
- g) The Purchaser/s shall not use the regular/passenger lifts for transporting the furniture and other construction material to their respective premise. All such transportation shall be done using the staircase only.

- h) The interior work or the transportation of heavy household items shall be permitted only between 9 a.m. to 7 p.m. strictly.
- i) The Commercial Lift is designated solely for use by commercial users. Residential flat owners and their guests are expressly prohibited from using the Commercial Lift. This restriction is in place to ensure the efficient operation of the lift and the safety of all users. Any violation of this provision may result in penalties as determined by the Management Company or relevant governing body.

34. ACT AND RULES GOVERNING THE AGREEMENT:

This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation And Development) Act, 2016 (RERA) or any amendment therein or re-enactment thereof for the Time being in force or any other provisions of law applicable from time to time and the rules Framed thereunder. Under the provisions contained in the Real Estate (Regulation and Development) Act, 2016, the Promoters are the Promoters and all references herein shall be read And Construed accordingly. The said Real Estate (Regulation and Development) Act, 2016 shall be Hereinafter referred to as the "Act" and the Rules framed there under shall be referred to as the "Rules".

35. FOREIGN/ NON-RESIDENT INDIAN PURCHASER/S:

- a) The Purchaser(s)/Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser(s)/Allottee(s) understands and agrees 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 any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- b) The Purchaser(s)/Allottee(s) shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser(s)/Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s)/Allottee(s) to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters Shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s)/ Allottee(s) and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Purchaser(s)/Allottee(s) only.

36. INDEMNITY

In case if the Allottee/s avail the financial assistance or home loan inter-alia for purchasing and acquiring the said Apartment, 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 Apartment 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 apartment only. Save and except the said apartment, no other portion of the said building and or said Plots shall be encumbered or charged with portion of the said building and or said Plots shall be encumbered or charged with payment/repayment of the said financial assistance/home loan.

37. RESTRICTIONS ON TRANSFER

The Purchaser(s) are prohibited from transferring, assigning, or otherwise conveying any interest or benefit in this Agreement unless they have fulfilled all outstanding payments to the Promoters, are in full compliance with all terms and conditions of this Agreement, and have obtained the Promoters' prior written consent for such a transfer.

Furthermore, until the Purchaser(s) have made all payments in full and the relevant Society or Apex body has been registered, they are not allowed to lease, sublet, transfer, assign any rights, or relinquish possession of the premises or any part thereof without first obtaining written consent from the Promoters.

38. PAYMENT OF AGENT'S FEES AND COMMISSIONS

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 payment.

39. NOT A DEMISE

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the Project Land 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 allotted to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter.

40. BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the Promoter do 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, 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/s, 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.

41. ENTIRE AGREEMENT:

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

42. RIGHT TO AMEND:

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

43. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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.

44. WAIVER NOT A LIMITATION TO ENFORCE:

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

(b)Any delay, indulgence and negligence on the part of the Promoters in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchasers shall not be construed as a waiver on the part of the Promoters of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the Promoters.

45.SEVERABILITY:

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

46.METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

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

47.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.

48.PRESENTATION OF THIS AGREEMENT & CONVEYANCE FOR REGISTRATION:

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

49. SERVICE OF NOTICE:

That all notices to be served on the Allottee/Purchaser and the Promoter as contemplated by this Agreement shall be deemed to be duly served if sent to the Allottee/Purchaser or the Promoter by notified Email ID/Any other digital communication as specified below:

NAME OF ALLOTTEE: MRS/MR VINAYA VINOD SURVE AND VINOD VISHWANATH SURVE

ADDRESS: FLAT NO 702 7TH FLOOR , GANESH TOWER, KHANDA COLONY C SCETOR-17 MOTHA KHANDA , PANVEL , RAIGAD, MAHARASHTRA 410206

EMAIL ID: - vinodsurve579@gmail.com

CONTACT DETAILS – 9820102756/ 8779469737

NAME OF PROMOTER: LATA BHAUSAHEB SHINGADE

ADDRESS: OFFICE NO. 901 & 902, 9TH FLOOR, SHELTON CUBIX, PLOT NO 87, SECTOR-15, CBD BELAPUR, NAVI MUMBAI 400614.

EMAIL ID: SALES@KONNARK.COM

50. JOINT ALLOTEES:

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.

51. STAMP DUTY AND REGISTRATION CHARGES:

The charges towards stamp duty and Registration of this Agreement shall be borne by the Promoter/s.

52. INVESTOR CLAUSE:

Provided The Allottee has purchased the said Unit as an Investor. In the event, the Purchaser/s is an Investor, the subsequent Allottee/s/Purchaser/s Under a subsequent sale of the said Premises shall, within a period of one year from the date of this Agreement, be entitled for adjustment of Stamp duty, if any, paid on this Agreement. Provided that this clause shall automatically lapse if no such transfer as above is made within the said period of one year. Further provided that in the event of any change in the provisions of law in this respect, this clause shall stand amended mutatis mutandis.

53.DISPUTE RESOLUTION:

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.

54.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.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Panvel in the presence of attesting witness, signing as such on the day first above written.

First Schedule/Schedule 1

Above Referred toAll that piece and parcel of land bearing **Gut No. 61, admeasuring 6220.000 square meters, located at Gut no. 61, Village –Girvale, Tehsil- Panvel, Dist.- Raigad** and bounded as follows that is to say:

On or towards North by	Sr No 64
On or towards South by	Sr No 54 &Sr no 53
On or towards East by	Sr No 62
On or towards West by	Sr No 60

Second Schedule/Schedule 2

Description of the Flat

All that Residential/Commercial Premises bearing **Flat Number 1204 on the 12th Floor in Building Number 2 admeasuring 35.065 Sq. Mts. Carpet area** of the buildings project to be known as ‘**KONNARK STELLAR**, being constructed on Gut No.61situate, lying and being at Village- Giravale within the jurisdiction of Sub-Registrar of Panvel, Tal.-Panvel, Dist.-Raigad.

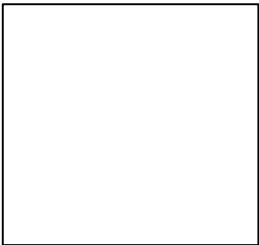
RECEIPT

Received of and from the within named Allottee(s) MRS/MR VINAYA VINOD SURVE AND VINOD VISHWANATH SURVE the day and the year first herein above written the sum of RS. 10,25,000/- (RUPEES TEN LAKH TWENTY FIVE THOUSAND ONLY being part/full payment of the consideration against the sale of Flat bearing No.1204 admeasuring 35.065 sq. Mts. carpet area on the 12TH Floor in Building No. 2 of the proposed buildings' project to be known as "KONNARK STELLAR", being constructed on Gut No.- 61 admeasuring about 6220 sq. mtr. situate, lying and being at Village-Giravale within the jurisdiction of Sub-Registrar of Panvel, Tal.-Panvel, Dist.-Raigad, paid by him/her/them to us as per the following details:

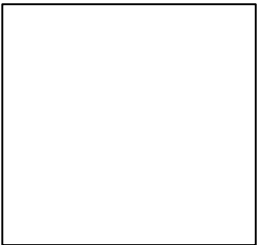
DATE	MODE OF PAYMENT (CHEQUE NO. / TRANSACTION NO.)	BANK NAME	AMOUNT
16.08.2026	UPI (622881836348)	AXIS BANK	25,000/-
21.08.2026	RTGS (SRCBR9202608210335905)	SARASWAT BANK	10,00,000/-
TOTAL			10,25,000/-

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED
THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE
WRITTEN SIGNED, SEALED AND DELIVERED.

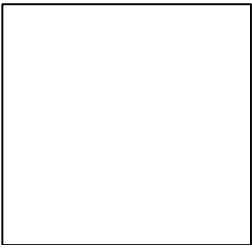
BY THE WITHIN NAMED“PROMOTER”)
M/S. KONNARK STAYS)
THROUGH ITS PARTNER)



Sign



Photo

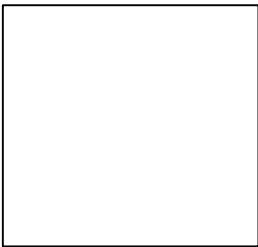


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SMT LATA BHAUSAHEB SHINGADE

SIGNED/ SEALED & DELIVERED

BY THE WITHIN NAMED “ALLOTTEE”



Sign



Photo

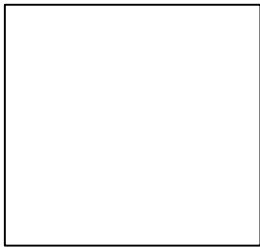


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MRS VINAYA VINOD SURVE

SIGNED/ SEALED & DELIVERED

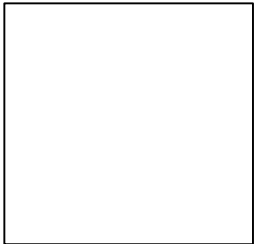
BY THE WITHINNAMED “ALLOTTEE”



Sign



Photo



Thumb

MR. VINOD VISHWANATH SURVE

IN THE PRESENCE OF

1) **CHETNA WAGHMARE**

Add - **URAN**

Sign

2) **ANJALI PATIL**

Add – **NERUL**

Sign

Annexure '1'

Common areas and/or in the layout as the case may be, shall be specifically listed/mentioned in the Third Schedule/Schedule 3 at the model form of agreement provided at “ **Annexure 1**” under Rule 10 of the Rules in the manner as enumerated hereunder:

Third Schedule / Schedule 3

A.) Description of the common areas provided:

Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areasprovided
RG	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	625.367 sqmtrs
Swimming pool	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	75 sqmtrs

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

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 (SQ.M.)	FSI Utilized or free of FSI (SQ.M.)
Flooring tiles	—	30 - 12 -2032 or may beextended by Maharera time to time.	01 - 07 -2033 or may be extended by Maharera timeto time	32” x 32” Vitrified flooring tiles in all rooms.	—
Internal paint	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Mahareratimet o time	All internal walls and ceiling in finished plaster with acrylic Distemper Painting.	—
Kitchen	—	30 - 12 -2032 or may be	01 - 07 - 2033 or may be	Kitchen granite platform with	—

platform		extended by Maharera time to time.	extended by Maharera time to time	stainless steel sink.	
Windows	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	Windows Frames and sills in marble, to suit sliding window.	—
Bathroom tiles	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	Bathroom Toilet full height	—
Sanitary fittings	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	Premium sanitary fittings.	—
Wiring	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	Concealed copper wiring with ISI Mark, sufficient electrical point and modular switches including provision of points for A.C., Washing Machine, Aquaguard, Refrigerator, Microwave, Exhaust and T.V. etc.	—
Electrical Points	—	30 - 12 -2032 or may be Extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	TV and Telephone Point in Living.	—
Main door	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	Main door with night latch, Peephole, Safety Chain with fittings.	—
Door Bell Point	—	30 - 12 -2032 or may be extended by Maharera	01 - 07 - 2033 or may be extended by Maharera time	Door Bell Point	—

		time to time.	to time		
Plumbing	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	Concealed plumbing work with standard quality fittings and C.P. Fittings in Bathroom / WC /Kitchen.	—
Windows	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	Aluminum sliding window with anodized finishing.	—
Society office,	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	30.596sqmtrs	—
Servant Toilet	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	5.25sqmtrs	—
Driver Room	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	21.604 sqmtrs	—
Recreation al Floor	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	552.195sqmtr s	—

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

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	FSI Utilized or free of FSI
STP	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	255 KLD	—

OWC	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	30.36 sqmt	—
Domestic UGT building No 1	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	5864 liter	—
Flushing UGT building No 1	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	5040 liter	—
Domestic UGT building No 2	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	167399 liter	—
Flushing UGT building No 2	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	113745 liter	—
Fire UGT building No 2	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	165585 liter	—
Solar	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	—	—
Water harvesting pits	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	—	—
Watchman Cabin	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	—	—
CCTV for security purpose on the main entrance gate.	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	—	—

Generator Backup for adequate Stilt parking, Staircase Street light and entrance lobby.	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	—	—
Entrance Gate with Watchman's Cabin	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 - 2033 or may be extended by Maharera time to time	—	—

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.

Type of open spaces (RG/PG) to be provided	Phase name/ number	Proposed Date of availability for use	Proposed Date of handing over to the common organization	Size open spaces to be provided
RG	—	30 - 12 -2032 or may be extended by Maharera time to time	01 - 07 – 2033 or may be extended by Maharera time to time	625.367 sqmtrs
Swimming pool	—	30 - 12 -2032 or may be extended by Maharera time to time.	01 - 07 -2033 or may be extended by Maharera time to time	75sq mtrs

E.) Details and specifications of the lifts:

Type Lift (passenger/service/stretcher/goods /fire evacuation /any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
Passenger lift for building No 1	1	4	1
Passenger lift for building No 2	2	6	1.25
Fire evacuation for building No 2	1	8	1.25

