

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** made and entered into at Mumbai on this ____ day of _____, 2022

BETWEEN:

M/s. MAHAVEER CONSTRUCTION, a partnership firm duly registered under the provisions of Indian Partnership Act 1932, having its registered office at 101, Jeevan Vaibhav Building, Behind Patel Nagar, M.G. Cross Road No.4, Kandivli (West), Mumbai – 400 067, through its Authorized Partner Mr. Pinakin D. Shah, hereinafter referred to as “**the PROMOTER**” (which expression shall unless it be repugnant to the content or meaning thereof be deemed to mean and include its Partner or Partners for the time being of the said firm, the survivor or survivors of them, the heirs, executors and administrators of the last surviving Partner and assigns) of the **ONE PART**;

AND

(1) Mr. _____ aged ____ years & (2) Mrs. _____ aged ____ years of Mumbai an adult Indian Inhabitant, residing at _____, hereinafter referred to as “**the ALLOTTEES**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual or individuals their respective heirs, executors, administrators and permitted assigns and in case of a body corporate its successors, and permitted assigns and in case of a partnership firm the partners from time to time of the said firm, the heirs, executors, administrators of the last surviving partner and in case of a Hindu Undivided Family, the Karta and the members for the time being and from time to time the Coparceners and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and the heir or his permitted assign and in case of trust, trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs executors and administrators of the last survivor of them and the heir or his permitted assign) of the **OTHER PART**.

WHEREAS:

- a. Vide Notification No. SAA/Borivli II dated 30th September, 1977 published in the Gazette of the Government of Maharashtra, the Concerned Authorities appointed under the provisions of Maharashtra Slum Area (Improvement, Clearance and Re-development) Act, 1971 (for brevity's sake hereinafter referred to as "the said Slum Act") declared the property being all that piece and parcel of land, ground, hereditament admeasuring about 7291.76 sq. mtrs. forming part of C.T.S. Nos. 3, 4, 5, 6 & 7 together with structure standing thereon situate lying and being at Suhas Modi Road, Kandivali (East), Mumbai – 400 101 in the Revenue Village Wadhavan, Taluka Borivli, in the Registration District of Mumbai Suburban District (hereinafter for brevity's sake referred to as "**the said larger property**"), as a "SLUM AREA" under Section 4(i) of the Slum Act;
- b. A portion admeasuring about 1371.15 sq. mtrs. out of the said larger property was falling under the D.P. Road reservation and had already been acquired by Municipal Corporation of Greater Mumbai (for short "the said MCGM") for the then proposed 27.45 mt. wide D. P. Road;
- c. After deducting the portion falling under D.P. Road reservation which had been acquired by MCGM, the remaining area admeasuring about 5820.61 sq. mtrs. forming part of Old C.T.S. Nos. 3, 4, 5, 6 & 7 and now bearing New CTS Nos. 3B(1), 3B(2) & 3B(3) is more particularly described in the First Schedule hereunder written (hereinafter for brevity's sake referred to as "**the said property**");
- d. The slum dwellers occupying the then existing structures on the property formed a proposed Society known as "SUHAS MODI CO-OPERATIVE HOUSING SOCIETY (PROPOSED)" (for brevity's sake hereinafter referred to as "**the said Society**"), to be registered under the provisions of Maharashtra Co-operative Societies Act, 1960, inter alia to avail the benefit of re-development of the said property in accordance with the provisions contained in Regulation 33(10) of the Development Control

Regulation, 1991 as amended and as per the guidelines laid down by the Slum Rehabilitation Authority and/or the Concerned Authorities.

- e. By a Resolution unanimously passed by the members of the said Society in its General Body Meeting convened on 14th March, 2004, the said Society agreed to appoint the Promoter herein as 'Developer' to carry out re-development of the said property. Accordingly, the committee members appointed by the Slum Dwellers being the members of the said proposed Society, executed a Development Agreement dated 1st August, 2004 and also a Power of Attorney in favour of the Promoter inter alia to enable them to carry out development of the property described in the Schedule thereunder written which includes the property described in the First Schedule hereunder written, on the terms and conditions recorded therein;
- f. On necessary applications being made and relevant documents being submitted, the Concerned Authorities appointed under the provisions of the Slum Act, issued Annexure-II on 18th February 2005, inter alia, certifying the names of the Slum Dwellers as being "eligible" to avail the benefit of the development under the Slum Scheme;
- g. The Concerned Authorities being the Additional Collector and Competent Authority of Government of Maharashtra, in order to enable the Authorities to execute works of improvement in relation to the said property which constituted a slum area, after following due process including inviting objections to the proposed acquisition, issued a final Notification in exercise of the powers conferred by sub-section (i) of Section 14 of the said Slum Act dated 11th May, 2006 and acquired the said property admeasuring about 5820.61 sq. mtrs. and as more particularly described in the First Schedule hereunder written and accordingly on publication of the aforesaid Notification in the Official Gazette, the said property vested absolutely in the State Government/Concerned Authority, free from all encumbrances;

- h. After having issued the Annexure-II on 18th February 2005 read with corrigendum dated 16th May 2006, in furtherance of the necessary applications made to the Slum Rehabilitation Authority, the SRA through the Executive Engineer-II, issued the Letter of Intent dated 25th July 2006, inter alia, allowing the development/re-development of the said property under the Slum Rehabilitation Scheme, subject to the terms and conditions recorded therein;
- i. Being aggrieved by acquisition of the said property by the Government of Maharashtra, the land owners' Mr. S.P. Naik and Others challenged the same by filing a Writ Petition under Article 226 of the Constitution of India bearing W.P. Lodging No.1477 of 2006 in the Hon'ble High Court at Bombay, which came to be dismissed by an Order dated 13th September, 2006;
- j. Being aggrieved by the aforesaid Order dated 13th September, 2006, the Owners preferred an Appeal being Appeal No.793 of 2006 before the Hon'ble High Court at Bombay, which also came to be dismissed by an Order dated 15th November, 2006;
- k. The aforesaid S.R. Dubey and Others also challenged the acquisition proceedings under Section 14(i) of the said Slum Act and Final Notification dated 11th May, 2006 and filed a Writ Petition being Writ Petition No. 2686 of 2006 which also came to be rejected by a Judgment and Order dated 13th December, 2006 with a direction to the Slum Rehabilitation Authority to scrutinize the information that was placed before the Hon'ble Court and to verify and decide if the proposal submitted by the Developers i.e. the Promoters herein, is supported by an adequate number of slum dwellers or not.
- l. The Concerned Authorities (i.e. High Power Committee) by an Order dated 7th June 2008, inter alia, held that the proposal submitted for development was supported by adequate numbers of slum dwellers as required under the law.

- m. Being aggrieved by the Order dated 7th June 2008 of the High Power Committee, the said S.R. Dubey and Others filed further proceedings by way of another Writ Petition being Writ Petition No.1639 of 2008 before the Hon'ble High Court at Bombay, which also came to be dismissed by a Judgment and Order dated 28th July 2008, inter alia, directing the Concerned Authorities, to again ascertain few details as regards the Development Scheme submitted by the Promoter and pursuant thereto, the Slum Rehabilitation Authority vide an Order dated 30th September 2008, held that the slum dwellers who have supported the said proposed Society and the Promoter for development of the said property, are more than that required under the Statute;
- n. Being aggrieved by the said Order and the subsequent direction/Order passed by the Concerned Authorities, the said S.R. Dubey and Others preferred another Writ Petition being Writ Petition No. 477 of 2009 before the Hon'ble High Court at Bombay which also came to be dismissed by an Order dated 7th December, 2009;
- o. Being aggrieved by the said Order dated 7th December, 2009 the said S. R. Dubey and Others preferred an Appeal being Appeal No.138 of 2010 before the Hon'ble High Court at Bombay, which also was rejected by an Order dated 3rd August, 2011.
- p. Being aggrieved by the said Order dated 3rd August, 2011 the said S.R. Dubey and Others preferred Special Leave Petition (C) No. 28735 of 2011 before the Supreme Court of India, which also was rejected by an Order dated 2nd December, 2011.
- q. The redevelopment of the said property is under a layout Scheme and was to be developed initially in two phases (i.e. phase I) on sub Plot 'A' and (phase II) on sub Plot 'B'. The Construction on Plot 'A' is of a Composite Building which consist of four wings 'A', 'B' and 'C' for Rehab & Sale and wing 'D' exclusively for Sale component and (phase II) on sub Plot 'B' is of Sale Building consisting two wings i.e. wing 'A' & 'B'.

- r. The Promoter obtained all the requisite approvals, plans and permissions from the concerned authorities and have already completed construction of the Phase I and have also obtained the Amended to Part Occupation Certificate dated 13/07/2021 in respect of the Full Occupation Certificate for Composite building comprising of the rehab wings 'A', 'B' and 'C' and the part Occupation Certificate upto the 18th floor of the Composite Building Sale wing 'D'
- s. The Promoter has thereafter modified the layout Scheme of the said property and the same now comprises of three sub Plots i.e. Sub Plot 'A' [construction whereon has already been completed under Phase I], Sub-Plot 'B' comprising of the Sale Building No.2 and Sub-Plot 'C' for the Rehab building No.3. The construction on the Sub-Plots B & C forms part of the Phase II of the project, which is being presently undertaken by the Promoters.
- t. The scheme of development proposed by the Promoter' thus consisted and consists of the following:

PHASE (I) SUB-DIVIDED PLOT 'A' [Completed]

<u>I)</u>	<u>Rehab & Sale Component</u>	<u>Floors</u>
i.	Wing "A"	Ground + 21 st (Part) Upper Floors
ii.	Wing "B"	Ground + 20 th Upper Floors
iii.	Wing "C"	Ground + 20 th (Part) Upper Floors

<u>II)</u>	<u>Sale Component</u>	<u>Floors</u>
i.	Wing "D"	Stilt + 21 st Upper Floors

PHASE (II) SUB-DIVIDED PLOT 'B'

<u>Sale Component</u>	<u>Floors</u>
Sale Building No.2:	Part Ground/Stilt + 1 st to 9 th Podium + 10 th E-Deck + 11 th to 33 rd & 34 th (pt.) Upper Floors.

PHASE (II) SUB-DIVIDED PLOT 'C'

<u>Rehab Component</u>	<u>Floors</u>
Rehab Building No. 3:	Part Ground/Stilt + 1 st to 22 nd Upper Floors

The Scheme of layout for development on the said property is shown on Plan annexed hereto as **Annexure - 1**. The Scheme of development and construction of the above Buildings/Wings forming part of the Phase II is based on the permissions, approvals, sanctions, LOI, etc. granted by the Concerned Authorities and is further subject to certain modifications/changes/variations as may be required and/or as may be permitted by the Concerned Authorities, from time to time and based on the relevant policy, present or future as may be issued for re-development of the Slum Scheme;

- u. The Promoter has accordingly obtained all the requisite permissions for the construction of the buildings forming part of the Phase II to be constructed on the above referred Sub-Plots 'B' & 'C' [under the amended provisions of the Development Control and Promotions Regulation, 2034 (**DCPR**)] including but not limited to:
 - (i) Last Revised LOI dated 21/6/2021;
 - (ii) Last Amended IOA of Rehab Building No. 3 dated 13/7/2021;
 - (iii) CC of Re-endorsement of Rehab Building No. 3 dated 14/7/2021;
 - (iv) Last Amended IOA of Sale Building No. 2 dated 10/01/2022;
 - (v) Further CC of Sale Building No. 2 dated 25/07/2022;
 - (vi) Last Amended layout/subdivision dated 13/7/2021;
 - (vii) Sub-division order from the Collector dated 08.11.2019;
 - (viii) Amalgamation and separate property register cards for sub-plots A, B, C & D of the said property dated 16.11.2019;
 - (ix) Supplementary Annexure II of eligible and non-eligible slum dwellers.
- v. The copy of the (i) Certificate of Title dated 24/08/2021 issued by Mr. Vikas R. Hirlekar, being the Advocate for the Promoter' interalia showing the nature of the title of the Promoter to the said property on

which the new building comprising of the flats are being constructed, (ii) P.R. Cards in respect of the said property, (iii) the NOC issued by the Collector, Mumbai Suburban District, (iv) Amended Intimation of Approval for the Sale building No.2 bearing No. SRA/ENG/2688/RS/PL/AP dated 10/01/2022, (v) Further Commencement Certificate dated 25/07/2022, (vi) Floor Plan of the flats agreed to be purchased by the Allottees, as approved by the Concerned Authorities and (vii) the List of Amenities to be provided in the flats agreed to be purchased by the Allottees, are annexed hereto and marked as **Annexures – 2 to 8** respectively.

- w. This Agreement relates only to Sale Building No.2 i.e. Solitaire Edge interalia comprising of Ground/Stilt + 1st to 9th Podium floor +10th E Deck Floor + 11th to 33rd & 34th (Pt) Upper Floors. (“**the said Building**”), which is registered as a ‘Real Estate Project’ by the Promoters (“**the Project**”) with the Maharashtra Real Estate Regulatory Authority (“**MahaRERA**”), under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (“**RERA Rules**”). MahaRERA has issued the Certificate of Registration No. P51800030831 dated 14/09/2021 for the said Building (“**RERA Certificate**”) and a copy of the RERA Certificate is annexed hereto and marked as **Annexure - 9**;

- w.1. The Promoter has obtained a loan facility from the ICICI Home Finance Company Limited pursuant to a Credit Agreement Letter dated 01/07/2022 and pursuant thereto, the Promoter had executed Registered Indenture of Mortgage dated 19/07/2022 in favour of the ICICI Home Finance Company Limited, whereby, the Promoter has created a mortgage / charge in respect of the said Building including the unsold flats therein, in favour of ICICI Home Finance Company Limited as a security for repayment of the loan and all other amounts payable by the Promoter to the ICICI Home Finance Company Limited under the terms of the Loan Agreement executed with the ICICI Home Finance

Company Limited. Furthermore, as per the terms of the said Loan Agreement, all amounts realised by the Promoter from the sale of all flats in the said building are required to be deposited by the Promoter in the “Mahaveer Construction –RERA Designated Account” with the Axis Bank.

- x. The principal and material aspects of the Project are briefly stated below:
- (i) Construction of the said Building (to be known as ‘Solitaire Edge’) to be carried out on a portion of the said Property (hereinafter referred to as “**the Project Land**”)
 - (ii) The said Building shall comprise of Ground/Stilt + 1st to 9th Podium floor + 10th E Deck Floor + 11th to 33rd & 34th (Pt) Upper Floors. The Promoter has reserved right to construct additional floors after obtaining necessary further approvals;
 - (iii) FSI of 6797.21 Sq. mtrs plus Fungible FSI of 2425.89 Sq. mtrs thus total FSI of 9223.10 sq. mtrs. has been sanctioned for consumption in construction of the said Building. The Promoter proposes to avail and consume a further FSI of 1354.01 sq. mtrs. (‘Proposed Additional FSI’) and thereby the Promoter intends to consume FSI of $(9223.10 + 1354.01) = 10577.11$ sq. mtrs. in aggregate for construction of the said Building. The Promoter has reserved right to load further FSI for additional construction in the said Building after obtaining necessary further approvals;
 - (iv) Development of the Project shall be in phases. The plans for construction shall get approved in stages and final Occupation Certificate shall be obtained only after completion of construction of building for rehabilitation of slum dwellers on the Sub-Plot C as mentioned above (‘**Rehab Building**’);
 - (v) The common areas, facilities and amenities in the Project that may be available for use by the Allottees are listed in the **SECOND SCHEDULE** hereunder Written (“**Project Amenities**”);

- (vi) Some of the Project Amenities shall be for common use and enjoyment with the Allottees of the other buildings constructed on the said Property and shall be located at a location within the said Property as the Promoter may determine. Location of the Project Amenities may also be used for future development comprising of towers for residential and/or commercial user and/or for construction of Rehab Building as the Promoter may determine;
- (vii) Location of RG area and location of common amenities may vary in the course of development of the said Property;
- (viii) The Promoter has reserved the right to make such alterations, additions and/or modifications in the layout/building plans and/or amenities as it may deem necessary. The Promoter shall not be required to obtain consent of those Allottees that are not affected by the proposed alternations, additions or modifications. The Promoter shall obtain prior consent of at least 2/3rd of such of the Allottees, of the floor or wing or Building as the case may be, affected by the proposed alternations, additions or modifications, unless such alteration or addition is required by any Government authorities or due to change in law. The Promoter has also reserved right to carry out additional construction as permissible under the Development Control Regulations, without adversely affecting area and location of the said Flat, for which the Allottees shall be deemed to have given their irrevocable consent;
- (ix) The Promoter has reserved rights and shall always be entitled to put upit's brand/logo or any advertisement either on hoarding and/or in the form of neon sign and/or by way of letters/designs in any material to be attached on the façade, terrace, compound wall and/or any surface and/or any other part of the said Building. The Promoter has also reserved rights and shall always be entitled to permit installation of cable/s and/or telecommunication antenna/tower/s within the compound and/or on the terrace and/or any surface and/or any other part of the said Building. The Promoter shall also be entitled to avail commercial benefit from and out of such rights reserved by it in any manner;

- (x) The details of the formation of the society and conferment of title upon the Society with respect to the Project are set out in this Agreement;
 - (xi) Details of the Project are available for inspection on the website of MahaRERA; Above details and aspects of development of the Project shall hereinafter be referred to as “**Proposed Development of the Project**”.
- y. The principal and material aspects of development of the said Property stated below:
- (i) The present scheme of development comprises of construction of buildings for re-habilitation of existing slum dwellers as also construction of buildings for sale. The development shall be in phases. The Promoter shall obtain approvals of plans for construction in stages depending on various factors including construction of buildings for rehabilitation of slum dwellers. The Promoter has reserved rights to modify the scheme of development in any permissible manner;
 - (ii) Plans sanctioned by SRA indicate layout of development of the said Property. The Promoter has reserved right to modify the said Layout from time to time and the Promoter may at its absolute discretion modify or vary location of RG area and/or location for some or all of the amenities for the buildings to be constructed on the said Property including the Project;
 - (iii) The Promoter has reserved the right to hand over portion/s of the said Property to any public authority under any scheme without affecting the Project. Any benefit derived from such handing over either in the form of compensation or FSI or in any other manner shall belong to the Promoter alone;
 - (iv) The Promoter has reserved the right to amalgamate the said Property or any part thereof with any other property and/or any other scheme of slum redevelopment;

- (v) The Promoter may divide the said Property and merge part thereof with any other property; provided however that any such act of the Promoter shall not affect the Project;
- (vi) The Promoter may utilize any portions of the said Property (except the Project Land) in any permissible manner including indefinitely deferring development of any portion (other than the Project Land);
- (vii) If it becomes permissible to reduce the area to be allotted for RG, then the Promoter alone shall be entitled to utilize additional land area for development;
- (viii) Scheme of transfer/devolution of title of land used for internal roads, RG, amenities etc. in favour of Apex body is set out in this Agreement and the said scheme for transfer/devolution of title etc. shall be implemented only after entire development of the said Property;
- (ix) The FSI sanctioned at present in respect of the said Property is used disproportionately (i.e. not proportionate to the land underneath);
- (x) FSI that may be generated on any account, including but not limited to, availing FSI against payment of premium, acquiring transferable development rights, fungible FSI, FSI which may become available upon amalgamation/clubbing of plots/properties/scheme/s, increase in FSI due to change in Development Control Regulations, government policies etc., may also be used disproportionately, in such manner as the Promoter may deem expedient in their absolute discretion;
- (xi) The Promoter reserves the right to sell the additional FSI/ balance and/or unutilized FSI/TDR in whatsoever form and by whatever name, in the open market and appropriate sale proceeds arising therefrom to their account. Such sale shall not be objected to or disputed by the Allottees;

- (xii) The Promoter may construct various buildings, other than the Project/the said Building, on the said Property. The Promoter shall at their discretion register such buildings or combination thereof as separate/multiple projects in such manner as it may expedient. Common amenities of the Project may be in common/combined with common amenities of some other buildings to be constructed and registered as different project. Above details and aspects of development of the said Property shall hereinafter be referred to as “**Proposed Development of the said Property**”.
- z. The Promoter has appointed and has entered into the prescribed Agreement with the Architect, Mr. Vishwas Satodia, registered with the Council of Architects and have also appointed Mr. Nandkumar Patil of STS Consultants LLP as Structural Engineer, for preparing the plans, structural designs, drawings and specifications of the new building to be constructed on the said property. Construction of the said Building shall be under the professional supervision of the Architect and the Structural Engineer (or any suitable replacements/substitutes thereof) till the completion of the Project. The Allottees herein accept/s the professional supervision of the said Architect and the said structural Engineer till the completion of the said Building unless otherwise changed;
- aa. The Promoter has availed some of the approvals from the concerned local authority(s) to the plans, specifications, elevation and sections of the said Building as mentioned above and the Promoter shall obtain the balance approvals from time to time, so as to complete construction of the said Building and obtain Building Completion Certificate or Occupancy Certificate;
- bb. While sanctioning plans for construction of the said Building, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while constructing the said Building and developing the Project Land and upon due observance and performance of which the completion or occupancy certificate in respect of the said Building shall be granted by the concerned local authority;

- cc. The Promoter has the sole and exclusive right to sell flats in the Project and to enter into this Agreement with the Allottees and receive the Sale Consideration (defined hereinbelow) in respect thereof;
- dd. The Allottees applied for allotment of a residential flat in the said Building. In response thereto, the Promoter offered to allot and sell to the Allottees a residential Flat, being **Flat No.____** on **____ floor** of the said Building (hereinafter referred to as “**the said Flat**”) at or for the lump sum consideration and on the terms and conditions recorded in this Agreement;
- ee. The said Flat shall have carpet area of ____ square meters i.e. ____ **Sq.Ft.** as computed under the provisions of RERA. Floor plan of the said Flat is annexed hereto and marked as **Annexure – 7** and the said Flat is more particularly described in the **THIRD SCHEDULE** hereunder written;
- ff. Prior to the execution of this Agreement, the Promoter explained to the Allottees scheme of Proposed Development of the Project and Proposed Development of the said Property and the rights reserved by the Promoter. The Allottees examined a copy of the RERA Certificate. The Allottees demanded from the Promoter and the Promoter has given to the Allottees inspection of all documents including document of title relating to the said Property as also the approved plans, designs, specifications and such other documents in respect of the said Building as specified under RERA and the RERA Rules. The Allottees has availed professional guidance of their advocate and architect in examining and inspecting the RERA Certificate and the documents offered for inspection. The Allottees has examined the documents and information uploaded by the Promoter on the website of MahaRERA. Only after such inspection, examination and explanations and after understanding and accepting the scheme of Proposed Development of the Project and Proposed Development of the said Property and the rights reserved by the Promoter, the Allottees accepted offer of the Promoter and agreed to purchase the said Flat from the Promoter and enter into this Agreement;

- gg. This Agreement supersedes all prior discussions, negotiations, correspondences and drafts exchanged between the parties. The Allottees has agreed that all representations, discussions and marketing material if any given to the Allottees are superseded by this Agreement. This Agreement alone shall provide for the rights and liabilities of either party. The Allottees has agreed and understood that the consideration for the said Flat has been determined on the basis of the scheme of Proposed Development of the Project and the Proposed Development of the said Property and the rights reserved by the Promoter;
- hh. If the Allottees is required to procure any prior permission under any applicable statute for acquiring the said Flat, then Allottees alone shall be responsible to procure such permission at their cost. The Promoter shall not be held liable or responsible for the same;
- ii. Under Section 13 of the RERA Act, the Promoter is required to execute a written Agreement for sale of the said Flat with the Allottees, being these presents, and to register said Agreement under the Indian Registration Act, 1908;

NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. RECITALS & TITLE:

- 1.1 The aforesaid recitals to this Agreement shall form an integral part of the operative portion of this Agreement as if the same are set out herein verbatim.
- 1.2 The Allottees has carried out due diligence and accepted title of the Promoter to the said Property and agrees not to raise any further requisitions in this regard. The Allottees has inspected approved plans, designs, specifications and such other documents in respect of the said

Building/the said Property as are specified under RERA and the RERA Rules and the Allottees are satisfied with the same and agrees not to raise further requisitions.

2. **PLANS:**

- 2.1 The Promoter shall, under normal conditions, construct and complete the said Building in accordance with the plans, designs and specifications as approved, subject to further approvals, alternations and modifications, by the competent authorities from time to time.
- 2.2 The Promoter is at liberty to make such amendments, alterations, modifications, and/or variations in the said Plans for utilizing full potential of development and/or for complying with applicable regulations or modifications thereto. Such amendments, alterations and/or modifications may include vertical or horizontal extension of the said Building and/or shifting of open/refuge area or any other modification.
- 2.3 The Allottees hereby accords their specific irrevocable consent to the Promoter for carrying out such amendments, alterations and/or modifications, including putting up additional construction and/or vertical or horizontal extension of the said Building, as the Promoter may consider necessary or expedient and agree to execute such papers and documents as may be requested for by the Promoter in this behalf. Provided that if such amendments, alterations and/or modifications affect area and location of the said Flat then the Promoter shall be required to obtain prior consent of at least 2/3rd of the affected Allottees as provided in the subsequent sub-clause
- 2.4 It is understood and acknowledged by the Allottees that the Promoter shall not be required to obtain consent of those Allottees that are not affected by the proposed alternations, additions or modifications. The Promoter shall obtain prior consent of at least 2/3rd of such of the

Allottees, of the floor or Building as the case may be, affected by the proposed alternations, additions or modifications, unless such alteration or addition is required by any Government authorities or due to change in law.

- 2.5 The Allottees agrees not to obstruct and/or raise any objection whatsoever and/or interfere with the Promoter, its nominees or assigns for carrying out such alternations, additions or modifications.

3. **AGREEMENT TO PURCHASE AND SALE CONSIDERATION:**

- 3.1 The Allottees hereby agrees to purchase from the Promoter and the Promoter, upon the terms and conditions of this Agreement, agrees to sell to the Allottees, the Flat i.e. **Flat No.**_____ on the _____ **floor** of the said Building, as more particularly described in the Third Schedule hereunder written (**'said Flat'**), at or for the lump sum price of Rs._____/ - (Rupees _____ Only) (**'the Sale Consideration'**). The Sale Consideration includes Rs. Nil being the proportionate price of the common areas and facilities appurtenant to the said Flat. The nature, extent and description of the common areas and facilities and limited Common Areas are more particularly described in the Second Schedule hereunder written.

- 3.2 The area of the said Flat may vary on actual construction as a result of structural design and/or construction factors such as tiling, ledges, plaster skirting, RCC column etc. The Allottees agrees to accept variation in the carpet area being increase or decrease to the extent of 3% (three percent) and to that extent the Allottees shall not object to the same.

- 3.3 The Promoter shall confirm Area of the said Flat after construction of the said Building is complete and the occupancy certificate is granted by the competent authority.

- 3.4 If there is a variation exceeding 3% (three percent) in the carpet area stated in this agreement and the carpet area confirmed by the Promoter after receipt of Occupation Certificate then the Promoter and the Allottees shall make monetary adjustment i.e. if carpet area confirmed by the Promoter is less than the carpet area stated in this Agreement and such variation exceeds the variation limit of 3%, then the Promoter shall refund to the Allottees the proportionate amount within 45 (forty-five) days of such certification with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottees, and, if there is any increase in the carpet area, then the Allottees shall be liable to pay to the Promoter, on demand, proportionate additional amount. Proportionate amount for these monetary adjustments shall be derived by dividing the Sale Consideration by the Area of the Flat and thereby arriving at the rate per square meter to be applied for such monetary adjustment.

4. **PAYMENT OF SALE CONSIDERATION:**

- 4.1 Prior to execution of this Agreement the Allottees have paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only) being the part - payment of the consideration of the said flat, agreed to be sold and allotted, by the Promoter to the Allottees (the payment and receipt whereof the Promoter hereby admit and acknowledge) and Allottees have agreed to pay to the Promoter the balance of the Sale Consideration as set out in **Annexure - 10** to this Agreement and in the manner specified therein.
- 4.2 The aforesaid Sale Consideration has been determined after providing appropriate rebate to the Allottees for agreeing to make payment as per the aforesaid installments as against the option of payment of the Sale Consideration in installments in the manner stipulated in the RERA Rules.
- 4.3 In addition to the Sale Consideration, the Allottees has also agreed to pay GST at applicable rates, stamp duty, registration charges, consideration/charges for car parking and other charges and deposits.

GST shall be payable by the Allottees at the applicable rates, simultaneously at the time of payment of each installment of the Sale Consideration becoming due and payable in the manner set out in Annexure – 10. Other charges and deposits payable by the Allottees are as set out in **Annexure – 11** to this Agreement and the same shall be payable by the Allottees prior to being put in possession of the said Flat. If any new tax or cess is imposed on this transaction or if the competent authority levies any new charges on betterment or development of the said Project, then such tax or proportionate betterment or development charges shall be payable by the Allottees to the Promoter within seven days of demand by the Promoter.

- 4.4 Time for payment of the installments of the Sale Consideration and other amounts is of essence to the contract. The Allottees undertakes to pay all installments of the Sale Consideration, GST, stamp duty, registration charges, car parking consideration/charges and all other amounts which may become due or payable by the Allottees without any delay or default, within 7 (seven) days of such payment becoming due irrespective of the Promoter sending an email or a demand letter to the Allottees at the address specified in this Agreement. It is agreed between the parties that the Promoter may send an email or a demand letter to the Allottees for demanding payment of any installment but irrespective of the same the liability of the Allottees to make payment to the Promoter shall commence on and from the date of such installment or such amount becoming due as per the payment terms set out in Annexure – 10 and/or Annexure – 11.
- 4.5 This Agreement shall not create any right, interest and/or claim in favour of the Allottees in respect of the said Flat unless and until the entire Sale Consideration and all amounts due and payable by the Allottees under this Agreement have been duly paid by the Allottees to the Promoter and the Allottees has not committed breach of any of the terms of this Agreement.

- 4.6 The Allottees agrees to accept certificate of architect or supervisor of the Promoter certifying area of the said Flat as final and shall not dispute the same. The Allottees also agrees to accept certificate of architect or supervisor of the Promoter certifying stage of completion of the said Building/work done, based on which the any installment of the Sale Consideration or any other amount payable by the Allottees may have become due.
- 4.7 The Sale Consideration is escalation-free, save and except escalations/increases, due to increase in development or such other charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/ Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottees for such increase, the Promoter shall enclose copy of the relevant notification/ order/ rule/ regulation published/ issued in that behalf. Further demand for such increase shall only be applicable on subsequent installments.
- 4.8 Any payments made by the Allottees to the Promoter shall be appropriated in the following manner: -
- a. Firstly, towards recovery of GST / any tax or cess recoverable from the Allottees;
 - b. Balance remaining thereafter towards interest if any recoverable from the Allottees;
 - c. Balance remaining thereafter towards the principal sum of the installments of the Sale Consideration. The Allottees shall continue to be liable to pay interest to the Promoter on amounts which may remain unpaid/outstanding.
- 4.9. The Allottees shall make all payments of the installment towards the Sale Consideration due and/or payable to the Promoter, through an account payee cheque / demand draft / pay order / wire transfer / any other

instrument drawn in favour of “Mahaveer Construction –RERA Designated Account” held with the Axis bank. In case of any financing arrangement entered by the Allotees with any financial institution with respect to the said flat, the Allotees undertake/s to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards the installment of the Sale Consideration due and payable to the Promoter, through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of “Mahaveer Construction –RERA Designated Account” held with the Axis Bank. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Allotees. Seventy percent of the amounts deposited/transferred to “Mahaveer Construction –RERA Designated Account”, from time to time shall be deposited in a separate account known as “Mahaveer Construction - RERA Retention Account” to be maintained by the Promoter in accordance with and/or under the provisions of Section 4(2)(l)(D) of RERA.

- a. Prior to the execution of these presents and in accordance with the terms agreed between the Promoter and ICICI Home Finance Company Limited, the Promoter has obtained a No objection letter dated _____ from the aforesaid ICICI Home Finance Company Limited and a copy thereof is annexed hereto. It is further agreed by and between the parties that all payments to be made by the Purchasers under these presents shall be paid by them in favor of Mahaveer Construction Solitaire Edge Collection A/c. bearing No.920020066934948 maintained by the Promoter with the Axis Bank Ltd., M.G. Road Kandivali (West) Branch.

5. CAR PARKING SPACE/S:

- 5.1 The Promoter shall provide to the Allotees and the Allotees agree to acquire from the Promoter, Nil - No. of car parking space interalia to enable the Allotees to park their own vehicle. The aforesaid car parking shall be allotted by the Promoter at their Discretion at the time of

handing over the possession of the said flat as per the terms of this agreement.

- 5.2. In lieu of the Promoter providing the Allottees the said car parking space, the Allottees shall pay a lump sum amount of Rs. _____ (Rupees _____) to the Promoter as consideration for the allotment of the said car parking space.
- 5.3 It is expressly agreed by and between the parties that the Allottees shall pay the sum of Rs. _____ mentioned in the preceding clause alongwith the Sale Consideration of Rs. _____/- i.e. in all aggregating to Rs. _____/- to the Promoter along with the installments of the Sale Consideration as set out in Annexure – 10 to this Agreement and in the manner specified therein. It is expressly clarified that the consideration for the said car parking space is in addition to the Sale Consideration and shall be paid by the Allottees alongwith installments of the Sale Consideration as mentioned hereinabove.
- 5.4 The Promoter has allocated/shall be allocating other car parking spaces to other Allottees of premises in the Real Estate Project, the Other Residential Component, and the Whole Project and the Allottees shall not raise any objection in that regard.

6. DEFAULT BY THE ALLOTTEES AND THE CONSEQUENCES:

- 6.1 Without prejudice to all other rights of the Promoter under this Agreement or in law, the Allottees shall be liable to pay to the Promoter interest on all the amounts in default at the rate specified in RERA Rules (i.e. SBI Prime Lending Rate +2%) from the respective due date/s to the date of realization of such amount by the Promoter.
- 6.2 The right of the Promoter to receive interest as provided in this Agreement shall not entitle the Allottees to delay the payment of any amounts payable in terms of this Agreement on the respective due dates, nor shall it amount to or be construed as a waiver on the part of the

Promoter of any of its rights, remedies and privileges in case of default by the Allottees in payment of any such amounts.

- 6.3 Notwithstanding anything contained herein or otherwise in any other writing, the Promoter shall have the first lien and charge on the said Flat in respect of any amount recoverable by the Promoter from the Allottees.
- 6.4 Any default in payment of any of the instalments of the Sale Consideration or any amount payable by the Allottees under this Agreement, shall amount to a material breach on the part of the Allottees of the terms of this Agreement. In the event of the Allottees committing 3 (three) defaults of payment of any of the amount payable by the Allottees to the Promoter or in the event of the Allottees committing breach of any of the terms and conditions of this Agreement, the Promoter shall be entitled to serve upon the Allottees 15 (fifteen) days' notice in writing ("**Default Notice**"), specifying the breach or breaches of the terms and conditions of this Agreement by the Allottees and calling upon the Allottees to rectify the breach or breaches as specified in such notice or make payment of the amount in default together with interest thereon. If the Allottees fails to rectify such default or breach/es or make payment of the amount in default together with interest as required within the said period of 15 (fifteen) days, then the Promoter, at its sole option and without prejudice to any other rights and remedies that it may have against the Allottees in that behalf, shall be entitled to terminate this Agreement by issuing a written notice to the Allottees ("**Termination Notice**"), by courier/ e-mail/ registered post A.D. at the address provided by the Allottees. Upon such termination, the Allottees shall cease to have any right or interest in the said Flat or any part thereof. This right of the Promoter shall be without prejudice to its other rights under this Agreement, the RERA Act, or applicable law including the right to recover interest on outstanding amounts recoverable from the Allottees upto the date of Termination Notice. It is agreed that upon such termination the Allottees shall not be entitled to claim any right, title and/or interest over the said Flat.

- 6.5 Upon termination of this Agreement, the Promoter shall be at liberty to dispose of and sell the said Flat to any other person and at such price as the Promoter may in its absolute discretion think fit.
- 6.6 Consequent upon such termination of this Agreement, the Promoter shall only be liable to refund to the Allottees, without any interest and within a period of 30 (thirty) days of termination, the amounts which may till then have been paid by the Allottees towards the Sale Consideration, subject to the deduction of (a) 10% of the Sale Consideration towards agreed liquidated damages payable by the Allottees to the Promoter, (b) the interest if any recoverable from the Allottees on the arrears/outstanding amount and (c) any arrears recoverable from the Allottees towards GST and/or any other tax. The amount so payable by the Promoter to the Allottees shall be the full and final settlement of all rights, claims and demands of the Allottees under this Agreement/in respect of the said Flat.
- 6.7 It is clarified that the Promoter shall not be liable to refund to the Allottees any other amount paid or incurred by the Allottees including amounts paid by the Allottees towards stamp duty, registration charges, interest on arrear/s if any, GST and/or any tax or cess.
- 6.8 If the Allottees shall have availed a loan from a bank or any other lender (**‘the Lender’**) against security of the said Flat, then, in the event of (a) the Allottees deciding to cancel this Agreement, or (b) the Promoter exercising its right to terminate this Agreement, the Allottees shall be liable to repay the mortgage debt to the Lender within seven days of the said cancellation/termination. Further in such event the amount/s to be refunded by the Promoter to the Allottees shall be refunded by the Promoter to the Lender and the Promoter shall have irrevocable authority to obtain release of charge of the Lender and obtain from the Lender the original agreement for sale and/or any other document relating to the said Flat. If there is any shortfall, then the Allottees shall be liable to pay the same to the Lender and ensure that the said Flat shall stand released from the charge of the Lender. Notwithstanding the

above, the Allottees's obligation to the Lender to repay shall remain absolute and unconditional.

6.9 Simultaneously against the Promoter refunding the amounts, if any, refundable to the Allottees or if nothing is refundable to the Allottees then upon demand by the Promoter, the Allottees shall sign and deliver to the Promoter, a deed of cancellation, in such form as may be required by the Promoter and if the Promoter shall require to register such deed of cancellation then the Allottees shall admit execution of such deed of cancellation before the sub-registrar of assurances on such date and time as set by the Promoter. Right of the Promoter to sell the said Flat to anyone else and all other rights of the Promoter arising upon termination of this Agreement shall remain unaffected irrespective of the Allottees having signed such deed of cancellation.

6.10 Until the Allottees shall have made payment of the entire Sale Consideration and all other amounts payable by the Allottees to the Promoter, with interest, if any, the Allottees shall not be entitled to possession of the said Flat. Subject to the conditions herein contained, sale and transfer of the said Flat by the Promoter in favour of the Allottees shall be complete only after the entire Sale Consideration and all other amounts payable by the Allottees in terms of this Agreement are paid in full by the Allottees to the Promoter.

7. AMENITIES:

7.1. The fixtures, fittings and amenities to be provided by the Promoter in the said Flat are those that are set out in the list hereto annexed at Annexure 8. The Allottees agrees that, if there is an uncertainty about the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Promoter, the Promoter shall, at its discretion, be entitled to modify or change the fixtures, fittings and amenities to be provided in the said Building and/or the said Flat. In such circumstances, the Promoter shall substitute the

fixtures, fittings and amenities without any approval of or notice to the Allottees in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Promoter to offer at the earliest/ on time the possession of the said Flat to the Allottees. The fixtures, fittings and amenities being provided by the Promoter in the said Flat are free of cost and the Allottees agrees not to claim any reduction or concession in the Sale Consideration and/or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provide by the Promoter.

8. OBLIGATIONS OF THE PROMOTER:

- 8.1 The Promoter agrees to observe, perform and comply with the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the said Flat, obtain from the concerned local authority, either full or part Building Completion Certificate or Occupation Certificate in respect of the said Flat.
- 8.2 The Promoter declares that the said Building is being constructed from part FSI of the said Property as also premium FSI, TDR and fungible FSI. The Promoter has declared FSI to be used in construction of the said Building.
- 8.3 The Promoter shall be responsible to repay the loan obtained by it and shall ensure that title of the said Building to be transferred in favour of Society of Allottees of flats in the said Building shall be clear and free from encumbrances.

9. RIGHTS OF PROMOTER:

- 9.1 Under the present Agreement, the Promoter has agreed to sell and transfer only the said Flat to the Allottees. It is expressly agreed that the rights of the Allottees under this Agreement are limited and restricted to

the said Flat. The Promoter shall be entitled to sell, deal or dispose of other flats in any manner whatsoever to any third party and attach such rights as it may deem fit with such flats. The Promoter shall be entitled to modify or vary terms of sale of any flat and attach any other rights with any flat without any reference to the Allottees. Provided however that right of the Allottees in respect of the said Flat shall not be affected by the Promoter.

- 9.2 The Allottees has agreed, accepted and confirmed the Proposed Development of the Project by the Promoter in the manner more particularly described in Recital 'x' and in conformity with the plans sanctioned/to be sanctioned, subject to further approvals and modifications to be obtained from time to time. The Promoter has agreed to sell the said Flat subject to the rights reserved by it and the Allottees has agreed to purchase the said Flat after accepting and confirming the rights reserved by the Promoter in this regard.
- 9.3 The Allottees has agreed, accepted and confirmed the Proposed Development of the said Property by the Promoter, in phase-wise manner, as more particularly described in Recital 'y'. The Allottees has been made aware that the Promoter shall, as it may deem expedient, register multiple real estate project/s in respect of buildings to be constructed on the said Property. Common amenities of the Project may be in common/combined with common amenities of some other buildings to be constructed and registered as different project/s. The Promoter has agreed to sell the said Flat subject to the rights reserved by it and the Allottees has agreed to purchase the said Flat based on the rights reserved by the Promoter in this regard.
- 9.4 The Allottees expressly consents and confirms the irrevocable and unfettered right of the Promoter to construct the said Building and other structures on the said Property and/or additional floors on the said Building being constructed/ to be constructed in the future on the said Property in the manner as per the permissions / approvals received from time to time, without any further or other consent or concurrence in

future. These consents and confirmation shall be treated as irrevocable No Objection, consent, permission given by the Allottees, under Section 14 of the RERA or any amendment shall be deemed to have been complied herewith, to the same as long as the area and location of the said Flats is not affected.

- 9.5 The Allottees hereby further gives irrevocable consent to the Promoter to carry out additional construction on the terrace or otherwise in or upon any part of the said Building as permissible under applicable law and the Allottees also gives irrevocable consent and authority to the Promoter for the demolition, removal and relocation of the water tank, septic tank, security cabin or any other erection for the time being, if required by the Promoter, to carry out such additional construction.
- 9.6 Additional construction put up by the Promoter by availing benefit of additional Floor Space Index either by constructing additional floors or in any other permissible manner will be the sole and absolute property of the Promoter alone. The Promoter shall remain entitled to put up such construction until transfer of the said Property in favour of Apex Body.
- 9.7 The Allottees hereby grants authority to the Promoter to sign and execute papers and documents if required for the purpose of enabling the Promoter to make modifications in the layout and plans of construction so long as the same do not affect the area and location of the said Flat or if such modifications become necessary due to any change in law or to comply with any direction of any competent authority.
- 9.8 The Allottees has given irrevocable consent to the following and the Promoter shall not be required to obtain consent for the following:
 - (a) Any minor additions or alterations.
 - (b) Any addition or alterations to any club house, common areas, amenities, etc.
 - (c) Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the

State or Central Government.

- (d) Any additional construction permitted under law which does not affect the area and location of the said Flat. It is understood and acknowledged by the Allottees that the Promoter shall not be required to obtain consent of those Allottees that are not affected by the proposed alternations, additions or modifications. The Promoter shall obtain prior consent of at least 2/3rd of such of the Allottees, of the floor or wing or Building as the case may be, affected by the proposed alternations, additions or modifications, unless such alteration or addition is required by any Government authorities or due to change in law.

9.9 The Allottees is aware that the said Building is constructed with concession in open spaces/joint open spaces. The Allottees is also aware that the Promoter has executed registered undertaking in favour of SRA for the following: -

- (a) Not to misuse part/pocket terrace
- (b) Not to misuse stilt
- (c) Not to misuse meter room
- (d) Not to misuse society office, fitness centre, ducts
- (e) Not to misuse elevation treatment
- (f) Not to misuse refuge area
- (g) To demolish excess area if constructed beyond permissible FSI
- (h) To hand over setback land, if any, free of compensation
- (i) Not to misuse puzzle/mechanical/stack parking system
- (j) Not to misuse entrance lobby
- (k) Maneuvering space for car parking is inadequate and no claims/damages/risks shall be made against CEO (SRA) and its staff in this regard

- (l) The Allottees nor any other Allottees shall hold SRA liable for inadequate/sub-standard size of rooms in future
- (m) Not to hold SRA liable for inadequate open space/s
- (n) Not to hold SRA liable for failure of mechanical parking system
- (o) To keep the open spaces, parking spaces and the terrace/s open and un-built upon; It is further agreed between the parties that all undertaking, declaration, Indemnity bond/ bonds, deeds and writing/s given/executed by the Promoter in favour of concerned bodies/authorities in respect of the said Project and/or the said Property and its development shall be binding upon the Allottees and Society/ Other Societies/Apex Body formed of the Allottees of flats. The Allottees agrees to abide by the aforesaid undertaking/s and agrees not to hold SRA liable as aforesaid.

9.10 In the event of the Society being formed and registered before the sale and disposal by the Promoter of all the flats in the said Building, the power and authority of the Society so formed or that of the Allottees and the Allottees of other flats in the said Building shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said Building and other buildings, the construction and completion thereof and all the amenities pertaining to the same and in particular Promoter shall have the absolute authority and control as regards the unsold flat and disposal thereof. The Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold flat, if any. In case the Society is formed before the disposal by the Promoter of all the flats then the Promoter shall at its option (without any obligation) join in as a member in respect of such unsold flat and as and when such flat are sold, the Society shall admit such Allottees as the members without charging any premium/ transfer fees or extra payment of any nature whatsoever.

9.11 Till the entire development of the said Property is completed, the

Allottees shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un- allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and neither the Allottees nor the Society shall object to or obstruct in the authority and control of the Promoter in this regard.

- 9.12 The Allottees shall not take any objection, on the ground of nuisance, annoyance, and/ or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the SRA or MCGM or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the said Property and/ or on adjoining properties.
- 9.13 The Promoter shall be entitled to construct site offices/sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Project Land or any portion thereof is conveyed/ assigned to the Society/ Other Societies/ Apex Body. Such rights shall continue until the entire of the said Property is developed.
- 9.14 In the event of the Promoter having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Allottees to the Promoter in proportion to the carpet area of the said Flat or otherwise as may be determined by the Promoter and non-payment of the same, shall constitute a breach of this Agreement.

- 9.15 The Promoter shall have the right to allot any space in the said Property to third party service provider/s for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said Property. The Promoter shall also be entitled to allot any space in the said Building/the said Property to any utility provider either on leave and license or leasehold basis. Terms agreed in this regard by the Promoter shall be binding on the Allottees the society.
- 9.16 Under the present Agreement, the Promoter has given a bare permission to the Allottees, to enjoy the common facilities like internal roads, garden, recreation, open space or otherwise, of the said Property which at the discretion of the Promoter is liable to be shifted, without giving any prior intimation and/ or notice in writing, to the Allottees, and Allottees shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Promoter or their nominees or transferees on this account.
- 9.17 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person (“**Project Management Agency**”) to manage the operation and maintenance of the building(s), and the infrastructure on the said Property, common amenities and facilities on the said Property for a period of fifteen years or until the Apex Body is formed and the charge for maintenance is handed over to the Apex Body or until said Property is fully developed (as determined by the Promoter) whichever is later. The Promoter shall have the authority and discretion to negotiate with such Project Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/ them. The cost incurred in appointing and operating the Project Management Agency shall be borne and paid by the Allottees / occupants of the buildings that may be developed in the said Property including the Allottees on a pro rata basis as part of the maintenance/club house charges.
- 9.18 The Allottees agrees to abide by any and all terms, conditions, rules

and/or regulations that may be imposed by the Promoter or the Project Management Agency, including without limitation, payment of the Allottees share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Project and common areas and facilities within the said Property and buildings constructed thereon and inclusive of the payment of fees of the Project Management Agency.

- 9.19 Subject to the obligations assumed in respect of the Project, the Promoter as sole owner of the said Property shall continue to have full and absolute discretion, to do all acts, so as to exploit full present or future or proposed residential or commercial potential (if any) of the said Property. The Promoter shall also be entitled to use utilize and consume the development potential of the said Property in the manner as the Promoter may deem fit and proper in their absolute discretion.
- 9.20 Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature, and/ or Plans / in this Agreement, the provisions of this Agreement shall prevail. The Allottees confirms and consents that the Allottees have purchased the said Flat solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.
- 9.21 Irrespective of disputes if any, which may arise between the Promoter and the Allottees and/ or the Society/ Apex Body, all amounts contributions and deposits, including amounts payable by the Allottees to Promoter, under this Agreement, shall always be paid punctually by the Allottees, to the Promoter and shall not be withheld pending the disputes, by the Allottees for any reason, whatsoever.
- 9.22 The Promoter shall be at liberty to sell, assign, transfer, mortgage or

otherwise deal with its right, title and interest in the said Property and/ or the said Building and/or assign the Project to a third party provided that the same does not in any way materially prejudice the right of the Allottees in respect of the said Flat agreed to be sold to the Allottees. The Promoter shall also be entitled to transfer and/ or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the said Property to any third party and/or to allow any third parties to use and/or consume T.D.R. or any other benefits or advantages of any other properties, on the said Property, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.

9.23 Under the present Agreement and at this stage, Promoter intends to use actual FSI and Fungible FSI along with any additional FSI/ TDR available on payment of premium on the said Property and the Plans have been approved presently only on actual FSI and Fungible FSI of a portion of the said Property. The Promoter, however, reserve their right, to use the unutilized FSI/ any other development potential/ TDR and the FSI/ any other development potential that may become available in future in respect of the said Property and TDR of any other property on the said Property for construction of buildings/additional buildings on the said Property. For all times in future, Promoter shall be entitled to use/ consume or exploit it, till Conveyance or any other final transfer document in respect of the said Property is executed in favour of the Apex Body. For the purpose of consuming such balance and/ or additional FSI/ TDR, the Promoter shall be entitled to construct any vertical or horizontal extension of the said Building/any other building and/ or put up additional floors and/ or the new or additional structure/ building, as the Promoter may think fit and proper and to do all such things, as may be necessary for this purpose and as permissible under the applicable laws.

9.24 The Allottees hereby grants their irrevocable consent to the Promoter for mortgaging the said Property or any part thereof along with the buildings being constructed on the said Property save and except the said Flat in favour of any bank, financial institutions, body, trust, lenders, persons

etc., to enable the Promoter to augment the fund for development of the said Property. The Promoter shall clear the mortgage debt in all respect before the execution of Conveyance or any other final transfer document in respect of the said Property in favour of the Apex Body.

9.25 The Allottees hereby also grants their irrevocable authority, permission and consent to the Promoter and agrees and undertakes that:

- i) The Allottees shall do and perform all necessary acts, things and matters, including signing, executing and admitting execution of all further and other deeds, documents, writings, papers, forms, applications, etc. as may be directed by the Promoter and which the Promoter may in their sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this Agreement.
- ii) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property and/or said building or any part thereof. The Allottees shall have no claims save and except the said Flat hereby agreed to be sold hereunder and all open spaces, lobbies, common space, parking stilt, podium or basement, staircase, garden, club, gymnasium, terraces, recreation spaces etc. remain the property of the Promoter until the said Property and the buildings thereon are conveyed to the Apex Body as herein mentioned.
- iii) Unless the context otherwise suggests or warrants, all obligations, conditions and liabilities herein imposed upon the Allottees whether expressly or impliedly, shall be deemed to be covenant running with the said Flat and shall be binding upon the Society/Apex Body.
- iv) For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/ or store any construction materials, on any portion of the said Property for carrying out additional constructions, and/ or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all

such further acts, deeds, matters and things as may be necessary.

- v) The Allottees shall not take any objection on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever and/ or shall not directly and/or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/or calling the SRA or Municipal or any other authorities to issue stop work notice, and/or withdraw and/ or suspend or cancel any orders passed and/ or approved plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/or to carry out additional construction, on the said Property and/or on adjoining properties.
- vi) The Promoter may have to provide certain amenities plot/ area/facilities to the SRA. The Allottees or their nominee or assignee or Society/ Other Societies/ Apex Body hereby specifically and unconditionally agrees and undertakes that all the TDR/ FSI and any other benefits/ advantages present or future arising out of the said amenities plot/area/ facilities shall solely and exclusively belong to the Promoter alone and Allottees or their nominees or assignee or Society/ Other Societies/ Apex Body hereby waive all such claim etc.
- vii) The Promoter has further informed to the Allottees that in addition to the above any additional benefits arising out of the said amenities plot by any reason whatsoever nature, the Promoter will exclusively be entitled to make or use such claim or benefits/ advantages of the said amenities plot and the Allottees or their nominee or assignee or Society/ Other Societies/ Apex Body will not have any claim, objection or protest of any nature at any time in future hereafter.
- viii) In the event of a portion of the said Property being notified for setback prior to the transfer of the said Property to the Apex Body, the Allottees hereby specifically and unconditionally agree and undertakes that the Promoter alone shall be entitled to the TDR/ FSI and any other benefits/ advantages present or future arising out of the said setback area shall solely and exclusively belong to the Promoter alone and Allottees or

their nominees or assignee hereby waive all such claim etc.

- ix) It is clearly agreed and accepted by the Allottees that neither the Allottees nor any of their assignee or nominee will have any claim, right, title or interest on any part of the said Property, said Building, open space, car parking (except the space if any allotted as per the terms of this agreement), amenities plot save and except the said Flat which is agreed to be sold under this Agreement.
 - x) The terrace on top of the building shall be a part of the common area/amenities available and no individual Allottees shall have exclusive right to the same.
- 9.26 The Allottees hereby agrees, accepts and confirms that the Allottees has agreed to acquire the said Flat after understanding full potential of the development reserved by the Promoter in respect of the said Project and the said Property in the manner more particularly set out in the recitals and terms of this Agreement and the Allottees has agreed to purchase the said Flat after expressly agreeing to the unfettered and vested rights of the Promoter in this regard.
- 9.27 It is expressly agreed between the Parties that the Sale Consideration payable under this Agreement by the Allottees is inter alia based on and arrived at after taking into consideration all the authorities, permissions and consents provided by the Allottees under this Agreement. In the event that the Allottees withdraws their consent or in the event the validity of the same is challenged by the Allottees, then the amount of Sale Consideration shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure (including loss of business) suffered by the Promoter due to such consent not being granted to the Promoter.
- 9.28 Various terms and conditions of this Agreement shall always be read subject to the terms and conditions, mentioned in the aforesaid paragraphs.

10. POSSESSION:

10.1 The Promoter shall, subject to force majeure conditions, complete construction of the said Building and offer possession of the said Flat to the Allottees (subject to and only after the Allottees shall have made full payment of the Sale Consideration and all other amounts and have complied with the terms of this Agreement) on or before 31/12/2026 (**“Possession Date”**):

10.2 Provided however that the time for offering possession of the said Flat shall stand extended if construction of the said Building is delayed on account of following force majeure events (**“Force Majeure”**):

- (i) force majeure conditions such as strikes or other labour actions, War (whether declared or not declared) or other hostilities (including terrorist action, sabotage, riot, insurgence or civil commotion); Blockage or embargo; lockdown, curfew or bandh/s; Adverse natural phenomena (earthquake, hurricane, storm, flood, etc.); Fire; Accident; Epidemic; Pandemic.
- (ii) any notice, order, rule, notification of the Government or statutory, public, judicial, quasi-judicial or competent authority adversely affecting and/or preventing/restricting the development of the said Property, the Project Land/construction and completion of the said Building;
- (iii) change/amendment in law/rules/regulations, including provisions of DC Regulations or regulations of SRA;
- (iv) delay in receipt of approvals beyond standard regulatory periods;
- (v) any such other reasons beyond the control of and unforeseen by the Promoter and/or not directly attributable to the neglect or failure of the Promoter; In the event of occurrence of any one or more of the aforesaid event/s the Possession Date shall stand extended suo moto by the period

during which such conditions/ circumstances/ reasons beyond the control of the Promoter shall have prevailed plus a further period of one month for re-mobilisation. Further in such circumstance the Promoter shall not be construed as being in breach of its obligation. Also in such event the Allottees shall not be entitled to terminate this Agreement and ask for the refund of the amount paid by the Allottees to the Promoter.

10.3 If the Promoter fails to offer possession of the said Flat on or before 31/12/2026 or the extended period, if any (on account of the circumstances recited in the afore-stated clause 10.2), then and in such event, the Allottees shall have an option to either:

- (i) give notice to the Promoter for termination of this Agreement and the Promoter shall within 3 (three) months from receipt of such termination notice, refund to the Allottees the amounts that may have been received by the Promoter from the Allottees towards the Sale Consideration along with interest at the rate specified under the RERA Rules from the date the Promoter received such amounts till repayment and on such refund and payment neither party shall have any claim against the other in respect of the said Flat or under this Agreement and that the Allottees shall issue a no dues certificate in favour of the Promoter upon the Promoter making the said payment to the Allottees. Upon such termination by the Allottees, the Allottees shall only be entitled to the amount receivable from the Promoter and he shall not have any claim in respect of the said Flat or any other claim either under this Agreement or otherwise against the Promoter and that simultaneously against receiving the amount receivable from the Promoter as stipulated herein the Allottees shall be bound to issue a no dues certificate in favour of the Promoter and sign and deliver in favour of the Promoter a deed of cancellation of the said flat in such form as the Promoter may require. On receiving notice of termination from the Allottees, the Promoter shall be at liberty to sell, transfer or dispose of the said Flat to any other person or persons at such price and upon such

terms and conditions as the Promoter may deem fit.

OR

- (ii) in the event the Allottees does not intend to withdraw from the Project, then the Promoter shall pay interest at the rate specified under the RERA Rules for every month of delay from the Possession Date, on the amount paid by the Allottees towards the Sale Consideration. The interest shall be paid by the Promoter to the Allottees till the date of the Promoter offering to hand over the possession of the said Flat to the Allottees at the time of offering possession of the said Flat to the Allottees. The Promoter shall be entitled to adjust amount by it towards the said interest against any amount if any recoverable by the Promoter from the Allottees.
- 10.4 The Allottees hereby acknowledges and agrees that they shall, within a period of 15 (fifteen) days from the date of such failure to deliver possession of the said Flat, choose either of the aforesaid remedies and not both. If the Allottees fails to choose either of the aforesaid remedies within the said period, it shall be deemed that he has accepted sub-clause 10.3 (ii) hereinabove and shall accordingly be entitled to interest only. It is further agreed between the parties hereto that in case the Allottees elects their remedy under Sub-Clause 10.3 (ii) above then in such a case the Allottees shall not subsequently be entitled to the remedy under Sub-Clause 10.3 (i) above.
- 10.5 The Allottees shall take possession of the said Flat within 7 (Seven) days of the Promoter giving written notice to the Allottees intimating that the said Flat is ready for use and occupation and offering possession of the same to the Allottees ('Notice of Possession'). The Allottees shall be entitled to inspect the said Flat before taking possession and shall before taking possession of the said Flat sign and deliver to the Promoter necessary writing, undertaking and such other documentation as may be required to be delivered to the competent authorities and/or as may be required by the Society/ Promoter. Commencing from the expiry of 7 (seven) days from the date of Notice of Possession, the said Flat shall be at the risk of the Allottees (irrespective of whether possession of the

said Flat is actually taken by the Allottees or not) in all respects, including loss or damage arising from the destruction, deterioration, or injury to the said Flat.

10.6 On and from the date of Notice of Possession or the date of the Allottees entering upon the said Flat for making furniture etc. (whichever is earlier), the Allottees shall become liable to pay proportionate taxes and outgoings in respect of the said Flat.

10.7 Time is of the essence for the Promoter as well as the Allottees. The Promoter shall abide by the time schedule for handing over possession of the said Flat to the Allottees. Similarly, the Allottees shall make timely payments of the instalment of the Sale Consideration and other dues payable by them and meeting the other obligations under the Agreement.

11. OTHER AMOUNTS PAYABLE BY THE ALLOTTEES:

11.1 The Allottees shall before entering into the said Flat either by taking possession of the said Flat or for making furniture etc. pay to the Promoter the amounts set out in Annexure – 11 to this Agreement, in addition to the Sale Consideration agreed to be paid by the Allottees.

11.2 The Promoter shall utilize the amount collected towards legal charges for meeting all legal costs, charges including the professional cost of the Attorney/ Advocates of the Promoter in connection with formation of the Society/ Apex Body preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the assignment of lease and in case of any short fall on that account, the Allottees agrees and accepts to pay the Promoter for the same, without there being any requirement on the part of the Promoter to render any account in that regard.

11.3 In the above payments/ deposits, if there is any increase in the rate of electricity service provider, gas services provider or any of the abovementioned items or any services, same shall be payable by the

Allottees before possession of the said Flat. In addition to the above any GST and or any other new levies/ tax that may become due and payable at any time hereinafter on the aforesaid charges shall be borne and paid by the Allottees alone.

- 11.4 Provisional monthly contribution payable in advance for 12 months by the Allottees to the Promoter as indicated in Annexure – 11 to this Agreement shall be utilized by the Promoter in payment of proportionate share of outgoings in respect of the said Flat (based on proportion the Carpet Area of the said Flat bears to the Carpet Area of all the flats in the said Building) including but not limited to property tax and other local taxes levied by MCGM and such other charges as levied by the concerned local authority and/ or Government, water charges, insurance, common lights, repairs and salaries of the clerk, bill collectors, chowkidars, sweepers, liftman, electricians, club subscription and usage charges, maintenance and upkeep of club house and all other expenses necessary and incidental to the management and maintenance of the said Property and said Building.
- 11.5 The amounts so paid by the Allottees to the Promoter shall not carry any interest.
- 11.6 Upon formation of the Society and upon the Society taking over responsibility of collections and payment of outgoings and management and maintenance of the said Building and its facilities, the Promoter shall be liable to refund to the Society only the unexpended balance if any of the maintenance charges paid in advance for 12 months and share money as mentioned in Annexure – 11 in the course of handing over of affairs of the said Building to the Society.
- 11.7 Until the Society is formed and the said Building is transferred to it, the Allottees shall, if the aforesaid arrangement is insufficient, pay to the Promoter whether demanded or not, at all times such proportionate share of outgoings, all rates, taxes, dues, duties, impositions, outgoings, burden, water charges, insurance premium, maintenance, common lights

charges, repairs, salaries of employees (bill collector, chowkidar, liftman, sweeper, etc.) and all other expenses of and incidental to the management and maintenance of the said Building and club house whether the same are charged separately or as a part of maintenance bills in the manner as the Promoter may determine. The Allottees undertakes to pay such provisional monthly contributions and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

- 11.8 In the event if the Promoter has expended amounts in excess of the amounts collected then the Allottees shall forthwith on demand pay and deposit the difference to the Promoter.
- 11.9 It is expressly agreed that the Promoter shall, without having to render any account of whatsoever nature to either the Allottees and/or the Society, utilize all amounts mentioned in the list of other charges hereto annexed at Annexure – 11, without rendering any accounts, save and except to the extent mentioned in the succeeding clause.
- 11.10 The amounts paid towards maintenance charges, after deduction therefrom of all arrears, maintenance charges and expenses incurred till then, will be transferred by the Promoter to the Society as and when formed and as and when the Allottees are admitted as a member of the Society, upon completion of the development of the said property and it is expressly agreed that the Promoter shall not be liable to maintain and/or render individual accounts to the Allottees and shall give a consolidated account of all the sums as aforesaid to the Society;
- 11.11 On and from the date of Notice of Possession, the Allottees shall be liable to bear and pay the proportionate share of the aforesaid outgoings in respect of the said Flat (based on proportion the Carpet Area of the said Flat bears to the Carpet Area of all the flats in the said Building).
- 11.12 The Allottees agrees and confirms that as from the date of delivery of possession of the said Flat, the Allottees and other Allottees shall observe and perform all the rules and regulations of the Municipal

Corporation and other statutory bodies and shall indemnify and keep indemnified the Promoter against any loss or damage.

12. **SET OFF/ ADJUSTMENT**

The Allottees hereby grants to the Promoter the unequivocal and irrevocable consent to recover/ set off/ adjust the amounts payable by the Allottees to the Promoter including the total consideration, the said charges, interest and/ or liquidated damages from the amounts if any, payable by the Promoter to the Allottees. The Allottees agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/ set off and the claims, if any, of the Allottees, in that regard, shall be deemed to have been waived.

13. **DEFECT LIABILITY:**

13.1 If within a period of 5 (five) years from the date of making available the said Flat to the Allottees for fit-outs or from the date of Promoter offering possession of the said Flat to the Allottees whichever is earlier, the Allottees brings to the notice of the Promoter in writing any major structural defect or defect in workmanship of the said Flat or the material uses thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Allottees) shall be rectified by the Promoter at its own cost. Provided further, if any defect or damage is found to have been caused due to any changes carried out by the Allottees or due to the negligent use, act or omission of the Allottees or their agents, then the Promoter shall not be liable for the same. If any of such works are carried out without the written consent of the Promoter the defect liability shall automatically become inoperative. The word 'defect' here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of the premises by the Allottees/occupants;

13.2 It shall be the responsibility of the Allottees to maintain their Flat in a

proper manner and take all due care needed including but not limited to ensuring that the tiles in the bathroom in their flat are regularly filled with white cement/ epoxy to prevent water seepage.

13.3 Further where the manufacturer warranty as shown by the Promoter to the Allottees ends before the defect liability period and such warranties are covered under the maintenance of the said Flat, and if the annual maintenance contracts are not done/renewed by the Allottees, and the Promoter shall not be responsible for any defects occurring due to the same;

13.4 That the Allottees has been made aware and that the Allottees expressly agrees that the regular wear and tear of the said Flat includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

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

14. **FORMATION OF THE SOCIETY AND OTHER SOCIETIES:**

14.1 The Promoter shall if permitted under law, take steps for the formation of a separate co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 (or any re-enactment) in respect of the Project in which the Allottees of the flats in the Project alone shall be admitted as members (“**the Society**”), as per the provisions of applicable law. Provided however that the Promoter’ may at its discretion become member of the Society in respect of unsold flats if any in the said Building.

- 14.2 The Allottees shall, along with other Allottees of flats in the Project, join in forming and registering the Society;
- 14.3 For this purpose the Allottees shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottees, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottees if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority;
- 14.4 The name of the Society shall be solely decided by the Promoter.
- 14.5 The Society shall admit all Allottees of flats in the said Building as members, in accordance with its bye-laws.
- 14.6 The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of the unsold premises in the Project, if any. The purchasers of the unsold flats of the Promoter and/or rights of the Promoter shall be entitled and obliged to become member/s of the Society without being required to pay any transfer fees or charges and with same rights and benefits as that of other members.
- 14.7 It is agreed and understood by the Allottees that the Promoter may opt, in their own discretion, to form separate co-operative housing society/ies, for separate wing/s within the Project.
- 14.8 The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and

approving all such documents, shall be borne and paid by the Society and its members/intended members including the Allottees, as the case may be, and the Promoter shall not be liable towards the same.

15. LEASE TO THE SOCIETY AND OTHER SOCIETIES:

15.1 Within three months from receipt of the Building Completion Certificate or Occupation Certificate of the said Building, the Promoter shall execute/ cause to execute the Lease in respect of the said property and the conveyance of the said Building in favour of the Society, provided however that the stilts, land appurtenant and other open area shall be retained by the Promoter and shall not be transferred to the Society until completion of entire permissible construction on the said Property (“**Society Lease**”). The costs, expenses, charges, levies and taxes on the Society Lease and the transaction contemplated thereby, including the stamp duty and registration charges, shall be borne and paid by the Society and its members alone.

15.2 The Promoter shall execute and register similar Leases in respect of other buildings constructed on the said Property in favour of societies formed of Allottees of flats in such buildings (“**Other Societies**”).

16. FORMATION OF THE APEX BODY:

16.1 Within a period of 3 (three) months from the date of obtaining the Building Completion Certificate or Occupation Certificate of the last project / last building in the layout of the said Property, the Promoter shall submit application/s to the Competent Authority to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**Apex Body**”).

16.2 The costs, charges, expenses, levies, fees, taxes, duties, including stamp

duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Society and Other Societies and/or Apex Body and/or proportionately by members/intended members of the Society and other Societies, and the Promoter shall not be liable towards the same.

17. TRANSFER OF THE SAID PROPERTY TO THE APEX BODY:

17.1 After the registration of the Apex Body, the Promoter and the Apex Body shall take all steps to execute and register an Indenture of Transfer under the applicable laws whereby the Promoter shall transfer, either by way of lease or otherwise, as may be permissible under applicable laws, all their right, title and interest in the said Property and in all areas, spaces, common areas, facilities and amenities in the said Property that are not already conveyed to the Society/Other Societies, in favour of the Apex Body (“**Apex Body Transfer**”).

17.2 The costs, expenses, charges, levies and taxes on the Apex Body Transfer and the transaction contemplated thereby, including the stamp duty and registration charges, shall be borne and paid by the Society and Other Societies and/or Apex Body and/or proportionately by members/intended members of the Society and other Societies, and the Promoter shall not be liable towards the same.

18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

18.1 Subject to what is provided in this Agreement, the Promoter has clear and marketable title with respect to the said Project Land/ the said Property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the Project;

- 18.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- 18.3 There are no encumbrances upon the said Project Land or the Project except those disclosed in the title certificate and this Agreement;
- 18.4 There are no litigations pending before any Court of law with respect to the said Project Land or Project except those disclosed in the title certificate;
- 18.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project 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 shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas;
- 18.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;
- 18.7 The Promoter has not entered into any agreement for sale or any other agreement / arrangement with any person or party with respect to the said Flat which will, in any manner, affect the rights of the Allottees under this Agreement;
- 18.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottees in the manner contemplated in this Agreement;
- 18.9 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other

monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities;

18.10 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 Project Land) has been received or served upon the Promoter in respect of the said Project Land and/or the Project except those disclosed in the title report and in this Agreement.

19. COVENANTS BY THE ALLOTTEES:

19.1 Upon receiving possession of the said Flat, the Allottees shall, without causing nuisance or annoyance to neighboring occupants and/or the Promoter, use the said Flat or permit the same to be used only for residential purpose. The Allottees shall not change the user of the said Flat from residential to any other user. The Allottees shall not put the said Flat into any illegal or immoral use.

19.2 Until the Allottees shall have paid all the dues in respect of the said Flat and the Allottees shall have been put in possession of the said Flat and until the Promoter has transferred the said Building to the Society, the Allottees shall not encumber, sell, assign, let, sub-let or part with possession of the said Flat or deal in any manner with the rights created in their favour, without obtaining prior written consent of the Promoter which shall not be unreasonably withheld.

19.3 Allottees for themselves and with the intention of bringing all persons into whomsoever's hands the said Flat may come doth hereby covenants with the Promoter as follows: -

(a) To maintain the said Flat at the Allottees own cost in good and tenantable repair and condition and not to do or suffer to be done

anything to the said building, staircase, lift, passages or parking space (if allotted) which may be against the rules, regulations or bye-laws of concerned local or any authority or change/alter or make addition in or to the said building or the said Flat itself or any part thereof.

- (b) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to cause damage to the construction or structure of the said Building or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage entrance, staircase, common passages or any other structure of the said Building and in case if any damage is caused to the said Building or to the said Flat on account of negligence or default of the Allottees in this behalf, then the Allottees shall be liable for the consequences of the breach or negligence or default.
- (c) The Allottees shall not carry out any changes in the said Flat without the written consent of the Promoter and SRA/ MCGM as may be necessary.
- (d) Not to misuse area of the Loft other than the approved user viz. storage.
- (e) Not to misuse stilt area, if any granted to the Allottees;
- (f) Not to hold SRA liable for inadequate/sub-standard size of rooms in future and/or for inadequate open space/s and/or for failure of mechanical parking system
- (g) Not to store anything at all in the Common Areas and facilities;
- (h) To carry out at their cost all internal repairs to the said Flat and maintain the said Flat in same condition, state and order in which it was delivered by the Promoter to the Allottees and shall not do or suffer to be done anything in or to the said Building and/or the said Flat which may be against the rules, regulations and bye-laws of the concerned local

authority or other public authority and in the event of the Allottees committing any act in contravention of the above provisions, then the Allottees alone shall be responsible and liable for consequences thereof to the concerned local authority and/or other public authority.

- (i) Not to demolish or cause to be demolished the said Flat or any part thereof nor make any alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drain pipes in the said Flat in good tenantable repair and condition and in particular, so as to support the shelter/structure and to protect other parts of the said building and shall not damage columns, beams, slabs, RCC Partis or other structural members in the said Flat without prior written permission of the Promoter and/or the Society. The Allottees shall however be free to make necessary alterations in the said Flat for making it suitable for their use and for that purpose he may create partition walls, install false ceilings, change flooring etc. after obtaining permissions, if required, from local authorities.
- (j) Not to commit any act or omission which results in any leakage from their Flat to the flats below.
- (k) Not to litter or permit any littering or burning any waste / garbage in the compound or any portion of the said Building/ the said Project Land and the common areas and facilities and amenities of the said Building.
- (l) Not to cause any damage to the common areas, facilities, amenities, services, utilities, plants, trees, compounds, walls, electricity poles, cables, wiring, sewage lines, water lines, gas pipelines, telecommunication cables, gates etc.
- (m) Not to display at any place outside the said Flat and/or in the said Building and/or in the compound any posters, bills, hoarding, advertisement, name boards, sign boards.

- (n) Not to cause any nuisance to the other occupants of the said Building and/or undertake any illegal or immoral activities in the said Flat;
- (o) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in common passage or compound or any other portion of the said Building or the said Project Land or the said Property.
- (p) To pay to the Promoter/ the Society within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority, Municipality or Government for giving water, electricity or any other service connection to the said Building.
- (q) To bear and pay his share of increase in local taxes, water charges, insurance and such other levies and/or Government and/or other public authority on account of user of the said Flat by the Allottees.
- (r) Not to change the external colour scheme or the pattern of the colour of the said Building.
- (s) Not to change exterior elevation or the outlay of the said Building in any manner whatsoever.
- (t) Not to install any grill to the said Building or windows or balconies, decks, terraces;
- (u) Not to install any fixed or foldable awnings on the terraces/ balconies/decks;
- (v) Not to use the roof terrace of the said Building other than any common use specifically permitted by the Promoter;
- (w) The Allottees shall not challenge the allotment of car parking spaces to the other purchasers/Allottees in the said Building and the allotment of the car parking spaces by the Promoter shall be binding upon the Allottees;

- (x) Not to enclose any decks, service slab, common passage, elevation treatments, pocket terraces, open utility areas, if any.
- (y) Not to change the name of the said Building as designated by the Promoter;
- (z) not to install any air-conditioning unit including any outdoor unit at any space other than that indicated by the Promoter or in the common areas of the said Building/ said Property.
- (aa) not to install any television antennae, wireless mast, aerial, flag-staff outside the said Flat or on the exterior walls or in the common areas or in any other such location whereby the installation may be visible from outside.
- (bb) not to do or suffer to be done anything which would be a violation of the statutory approvals received for the development of the said Building and/or forbidden or prohibited by the rules / regulations, bye-laws, approvals or guidelines of the concerned Government authorities/ Promoter/Society/ Apex Body.
- (cc) The Allottees shall observe and perform all the rules and regulations of the Society/Project Management Agency/ Apex Body and the additions, alterations or amendments to such rules and regulations that may be made from time to time for protection and maintenance of the said Building and 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/or Government and/or other public bodies. The Allottees shall also observe and perform all the stipulations and conditions laid down by the Society for use and occupation of the said Flat and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings in accordance with terms of this Agreement.

- (dd) to permit the Promoter/Society and its agents/representatives with or without workmen to enter into and upon the said Flat to examine condition or to carry out any necessary work of repairs & maintenance after receiving 24 (twenty-four) hours prior written notice without tampering with interiors of the said Flat.
- (ee) until the Society taking over management of the said Building, the Promoter shall determine the manner in which management of the said Building shall be carried out, contributions for outgoings shall be realized and payments and expenses shall be made therefrom and the Allottees shall not raise any objection to the same. However, the Promoters shall render an account in that behalf to the Society.

All costs for the enforcement of the provisions of this Agreement including without limitation the remedial actions, which the Promoter may have to take in case of such breach, shall be at the costs, charges and expenses of the Allottees. These covenants shall be binding and operative even after the Society taking over management of the said Building.

- (ff) It is further expressly recorded that as per the conditions imposed by the SRA in the LOI dated 22/07/2020, the Allottees of the flats/premises in the new building being constructed on the said property are fully informed that the wet waste originating from the new building and the premises therein shall be treated in situ and that purchasers alongwith the society/limited company of the purchasers to be formed eventually, shall ensure that the wet waste treatment facility/plan is maintained in operational condition as per the requirement of the MCGM and/or any other concerned authority, if any.

19.4 It is a vital and integral term and condition of this Agreement that:

- (a) The right or interest which is to be created in favour of the Allottees, is limited and restricted to the said Flat.

- (b) The common areas and facilities, recreational amenities and other facilities are for common use of all flat purchasers/ Allottees of the Project including such further or future phase/s of the development as may occur over time.
 - (c) No right or interest, of any sort or nature whatsoever, shall be claimed by the Allottees in respect of aforesaid common areas and facilities and/or rights, if any, appended to any other flats comprised in the said Building and/ or the said Project Land and/or the said Property.
 - (d) No sub-division would be made and no sub-division shall be demanded or asked for by the Allottees.
 - (e) The Promoter/ the Society shall determine the manner in which the use of common areas and facilities shall be available to the Allottees as also other purchasers/ flat holders in the said Building.
20. The name of the said Building being constructed on the said Project Land shall be “**SOLITAIRE EDGE**” or such other name as the Promoter shall determine. The Promoter has retained the rights to affix appropriate branding of its choice at appropriate location to mark the said Building as its project. Neither the Allottees nor the Society shall be entitled to remove such branding of the Promoter. The Promoter shall be entitled to replace at its cost any damaged part of such branding or replace such branding with any other branding. The aforesaid rights reserved in favour of the Promoter shall continue through the life of the said Building.
21. The Allottees shall, from time to time, sign all applications, forms, papers and documents, and do all acts, deeds and things as may be required for safeguarding interest of the Promoter and/or other purchasers of flats in "Solitaire Edge" and for being admitted as member of the Society.

22. The parties hereby agree 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 the Promoter shall, before handing over possession of the Flat to the Allottees, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Flat.
23. Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees until the Allottees signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Agreement and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter.

24. **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/plot/building, as the case may be.

25. **RIGHT TO AMEND:**

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

26. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEES / SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising

hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

27. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottees has to make any payment, in common with other Allottees in Project, the same shall be in the proportion which the carpet area of the said Flat bears to the total carpet area of all the flats in the said Building.

29. 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.

30. **PLACE OF EXECUTION:**

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

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

32. That all notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be in writing and shall be sent to such party's contact details as mentioned below:

Name of Allottees : (1) Mr. _____ aged ____ years &

(2) Mrs. _____ aged ____ years

Address: _____,
_____.

Notified Email ID: _____

Tel. No.: _____.

Name of Promoter: M/s. Mahaveer Construction

Address: 101, Jeevan Vaibhav Building, M.G. Cross road No:4,
Kandivali (west) Mumbai-400067.

Notified Email ID: mahaveerconstruction2003@gmail.com

Tel. No.: 9987058080/8591833477

Each party shall inform the other party in writing of any changes in its contact details. Notices shall be deemed to have been properly given, if

sent through any one of the modes viz. registered letter, courier service, personal delivery e-mail or facsimile. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service for facsimile notice shall be the business day after sending of such facsimile and the date of service of email Notice shall be deemed to be the date on which the email has been sent by the concerned Party. The Parties hereby agree and undertakes to send/ receive any Notice to/ from the other Party by email to the email addresses specified in this Agreement.

33. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottees whose name appears first and at the address given by them which shall for all intents and purposes to consider as properly served on all the Allottees.

34. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottees. The Promoter shall not be bound and liable to pay any stamp duty, registration charges and/or any other expenses and will not be responsible for consequences of non-payment and/or insufficient payment of stamp duty, registration charges due from the Allottees in respect of this Agreement. The Allottees shall at their cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoter shall attend such office and admit the execution thereof. The Allottees shall also be liable to bear and pay proportionate cost of stamp duty and registration charges in respect of Lease of the said Building in favour of the Society as also eventual transfer of the said Property in favour of the Apex Body.

35. DISPUTE RESOLUTION:

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

36. 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 and the courts at Mumbai will have the jurisdiction for this Agreement.

37. INDEMNIFICATION BY THE ALLOTTEES:

The Allottees hereby indemnifies and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liabilities (including its professional and legal fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) default or delay in payment of GST, stamp duty and/or any other taxes, charges and/or levies payable in respect of the said Flat/this transaction, (b) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (c) any breach and/or default by the Allottees in the performance of any and/ or all of its obligations under this agreement; (d) any injury/ damage to any property(ies) or persons(s); howsoever arising related to the use and/ or occupation of the said Flat and directly or indirectly as a result of the negligence, act and/ or omission of the Allottees or its agents, servants, tenants, guests, invitees and/ or any person or entity under its control; (e) Allottees non-compliance with any of the restrictions regarding the use and/or occupation of the said Flat and.

38. GENERAL PROVISIONS:

- (i) Any reference in this Agreement to gender shall include all genders, and word/s imparting the singular reference shall include the plural and vice versa.
- (ii) The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- (iii) No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
- (iv) The Allottees has entered into this Agreement after perusing all the relevant documents, sanctions and permissions and after ascertaining all necessary facts and details from the Promoter and the parties have agreed that they shall not claim any remedy against the other inconsistent with the provisions of this Agreement. The Allottees has availed services of their advocate and Architect to inspect relevant documents and disclosures of the Promoter.
- (v) If there is more than one Allottees, then all obligations under this Agreement shall be joint and several.
- (vi) All taxes, charges including but not limited to GST or any other impositions or levies (present or future) on account of this transaction; shall be to the account of the Allottees alone and the Promoter shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Allottees over and above the consideration of the said Flat.
- (vii) The Allottees shall exercise utmost confidentiality in dealing with all information pertaining to the said Building/ said Project Land/ the said

Property, including without limitation the terms of this Agreement and its annexures and all prior writings and communications, plans, drawings, approvals relating to the said Building. This clause shall survive the termination of this Agreement.

39. The Permanent Account Number allotted by the Income Tax Authorities to the Promoter and the Allottees are as under:

Name	Permanent A/c. No.
M/s. Mahaveer Construction	AAKFM9966B
Mr. _____	_____
Mrs. _____	_____

THE FIRST SCHEDULE ABOVE REFERRED TO:

[Description of the **said Property**]

Property being all that piece and parcel of land area admeasuring about 5820.61 sq. mtrs. forming part of Old C.T.S. Nos. 3, 4, 5, 6 and 7 and now bearing New C.T.S. Nos. 3B (1), 3B (2) & 3B (3), situate lying and being at SuhasModi Road, Kandivli (East), Mumbai – 400 101 in the Revenue Village Wadhavan, Taluka Borivli, in the Registration District of Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO:

[Description of the common areas and facilities]

Common Areas and facilities:

1. Compound and recreation ground
2. Staircases and landings
3. High Speed Elevators
4. Double Height Elegant, Lavish Contemporary Entrance Lobby
5. Intercom Facility.
6. Service area on roof terrace and elsewhere (common to the building)
7. Security Cabin
8. Utility and sewer pipes, drains and ducts, pumps, motors and other equipment's and apparatus
9. Electricity meters and other necessary appliances
10. Fire fighting equipments
11. Underground and overhead water storage tanks
12. Communication cables and equipments
13. Pump Room
14. Toddler Play Area
15. Indoor Games
16. Senior Citizen Area
17. Acupressure Zone
18. Jogging Track
19. Kids Play Area outdoor
20. Manicured Lawn
21. Botanical Garden

22. Sky Meditation
23. Yoga Area
24. Lounge Area
25. Outdoor Gymnasium
26. Multipurpose Party Area
27. Star Gazing Area
28. Rock Climbing
29. Reflexology Zone
30. Open Air Spinning Area
31. Teenage Hangout Area

Limited Common Areas:

1. Common passage on each floor restricted to flats on such floor
2. Roof terrace (excluding service area) (as may be restricted by the Promoter)
3. Parking space (exclusive use to such flat as per allotment by the Promoter)
4. A- Class, Earthquake Resistant Construction with Anti- Treatment
5. High Quality Exterior Paint (Asian /Dulux/ Nerolac or Similar)
6. Back Up Generator
7. CCTV & Surveillance system
8. Fitness Centre

THE THIRD SCHEDULE ABOVE REFERRED TO:

[Description of the said Flat]

ALL THAT residential flat being **Flat No.**____ admeasuring ____ **sq. ft.** RERA carpet area i.e. ____ sq. mtrs. carpet area, as shown by red outline on the Floor Plan annexed hereto and marked as Annexure – 7 on ____ **floor** of the Building to be known as ‘**SOLITAIRE EDGE**’, being constructed on the property more particularly described in the First Schedule.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed our respective hands the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED)

by the withinnamed)

“PROMOTER”)

M/s. MAHAVEER CONSTRUCTION)

through its Partner)

Mr. PINAKIN D. SHAH)

in the presence of)

SIGNED AND DELIVERED by the)

within named “Allottees”)

(1) Mr. _____)

(2) Mrs. _____)

)

in the presence of.....)

RECEIPT

RECEIVED of and from the within named Allottees a sum of Rs._____-/- (Rupees _____ Only) being the earnest amount/part payment towards the agreed consideration amount to be paid by them to us as within mentioned, the details of which are as under:

Cheque No.	Date	Bank	Amount
			Rs.
		Total	Rs. /-

We say Received
For Mahaveer Construction

Partner

Witness:

- 1.
- 2.

