

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Bhiwandi, Thane, on this ____ day of _____ in the Christian Year Two Thousand and Seventeen (2017).

B E T W E E N

M/s. ARIHANT ENTERPRISES, PAN AAOFA9463H, A Partnership Firm, doing business as Builders and Developers, having its office at : Arihant City, Near Saibaba Temple, Kalyan Bhiwandi Road, Temghar, Bhiwandi, Taluka Bhiwandi, District Thane, Through its Partners : (1) SHRI PARASKUMAR K. JAIN, (2) SHRI DARSINGH S. MAWRI, hereinafter referred to as “PROMOTERS,” (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include the partners or partner for the time being constituting the said firm M/s. ARIHANT ENTERPRISES, their or his survivors or survivor and the heirs, executors, administrators and assigns of the last surviving partner) of the ONE PART.

A N D

(1) SHRI/SMT. _____, PAN _____,
Age ____ years,

(2) SHRI/SMT. _____, PAN _____,
Age ____ years,

Indian Inhabitants, having address at : _____

hereinafter referred to as the “ALLOTTEE/S” (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include his/her/their respective heirs, executors, administrators and permitted assigns) of the OTHER PART.

WHEREAS One Shri Krishna Balu Bhoir and others (for short **"Said First Owners"**) are the Owners, seized and possessed of and/or otherwise well and sufficiently entitled to the immovable property totally adm. 8520 Sq. Mtrs., bearing Survey Nos.52/1(P), 53/1(P), 55/(P), 56/P and 85/1(P) of Village Bhadvad, Talathi Saja Temghar, Taluka Bhiwandi, District Thane (hereinafter referred to as the **"Said First Property"**);

AND WHEREAS by and under registered Agreement for Development read with authenticated Power of Attorney both dated 1st July, 2011, (for short **"Said First Agreement"**), the Said First Owners have granted the Development Rights in respect of the Said First Property to and in favour of M/s. Arihant Enterprises (for short **"Said Arihant"**) i.e. the Promoters herein and in part performance thereof, have placed Promoters herein in exclusive physical possession of the Said First Property with rights to develop the Said First Property by themselves or their nominees or further assignees as provided therein;

AND WHEREAS One Shri Vasant Ziprya Joshi and others (for short **"Said Second Owners"**) are the Owners, seized and possessed of and/or otherwise well and sufficiently entitled to the immovable property totally adm. 14130 Sq. Mtrs., bearing Survey Nos.49/1, 53/2 and 57/3 of Village Bhadvad, Talathi Saja Temghar, Taluka Bhiwandi, District Thane (hereinafter referred to as the **"Said Second Property"**);

AND WHEREAS by and under registered Agreement for Development read with authenticated Power of Attorney both dated 11th March, 2011 (for short **"Said Second Agreement"**), the Said Second Owners have granted the Development Rights in respect of the Said Second Property to and in favour of the Promoters herein and in part performance thereof, have placed the Promoters herein in exclusive physical possession of the Said Second Property with rights to develop the Said Second Property by themselves or their nominees or further assignees as provided therein;

AND WHEREAS One Shri Kathod Gopal Bhoir and others (for short "**Said Third Owners**") are the Owners, seized and possessed of and/or otherwise well and sufficiently entitled to the immovable property totally adm. 13970 Sq. Mtrs., bearing Survey Nos.50/1(P), 52/1(P), 53/1(P), 55/(P), 56/(P), 57/4, 85/1(P) and 86/2(P) of Village Bhadvad, Talathi Saja Temghar, Taluka Bhiwandi, District Thane (hereinafter referred to as the "**Said Third Property**");

AND WHEREAS by and under registered Agreement for Development read with authenticated Power of Attorney both dated 24th May, 2011 (for short "**Said Third Agreement**"), the Said Third Owners have granted the Development Rights in respect of the Said Third Property to and in favour of the Promoters herein and in part performance thereof, have placed Promoter herein in exclusive physical possession of the Said Third Property with rights to develop the Said Third Property by themselves or their nominees or further assignees as provided therein;

AND WHEREAS One Shri Baban Sitaram Joshi and others (for short "**Said Fourth Owners**") are the Owners, seized and possessed of and/or otherwise well and sufficiently entitled to the immovable property totally adm. 17720 Sq. Mtrs., bearing Survey Nos.49/2(P), 49/3(P) and 85/2 of Village Bhadvad, Talathi Saja Temghar, Taluka Bhiwandi, District Thane (hereinafter referred to as the "**Said Fourth Property**");

AND WHEREAS by and under registered Agreement for Development read with authenticated Power of Attorney both dated 29th July, 2011 (for short "**Said Fourth Agreement**"), the Said Fourth Owners have granted the Development Rights in respect of the Said Fourth Property to and in favour of the Promoters herein and in part performance thereof, have placed Promoters herein in exclusive physical possession of the Said Fourth Property with rights to develop the Said Fourth Property by themselves or their nominees or further assignees as provided therein;

AND WHEREAS One Shri Bandu Kaluram Bhoir and others (for short "**Said Fifth Owners**") are the Owners, seized and possessed of and/or otherwise well and sufficiently entitled to the immovable property totally adm. 7810 Sq. Mtrs., bearing Survey Nos.53/1(P), 55/(P), 56/(P) and 57/4(P) of Village Bhadvad, Talathi Saja Temghar, Taluka Bhiwandi, District Thane (hereinafter referred to as the "**Said Fifth Property**");

AND WHEREAS by and under registered Agreement for Sale read with authenticated Power of Attorney both dated 14th October, 2011 (for short "**Said Fifth Agreement**") the Said Fifth Owners have agreed to sale the Said Fifth Property to and in favour of one Dimpy Infra Ventures Pvt. Ltd., (for short "**Said Dimpy**") for the consideration and upon the terms and conditions contained therein;

AND WHEREAS Said First Property, Said Second Property, Said Third Property, Said Fourth Property and Said Fifth Property totally adm. 62150 Sq. Mtrs., are one contiguous plot of land and are more particularly described in the FIRST SCHEDULE written hereunder, hereinafter referred to as "**Said Project Land**";

AND WHEREAS the Said First Agreement, Said Second Agreement, Said Third Agreement, Said Fourth Agreement and Said Fifth Agreement (hereinafter referred to as the "**Said Principal Agreements**") are still valid and subsisting and thus the Promoters herein and Said Dimpy are seized and possessed of and/or otherwise well and sufficiently entitled to the Said Project Land;

AND WHEREAS the Said Power of Attorneys executed along with Said Principal Agreements (hereinafter collectively referred to as "**Said Principal Power of Attorneys**") are also still valid, subsisting and in force and, thereunder the Promoters herein are empowered, interalia, to sale the premises in the Said Project Land to prospective buyers;

AND WHEREAS by and under Joint Development Agreement dated 20th August, 2013, the Promoters herein and the said Dimpy Infra Ventures Pvt. Ltd., (for short "**Said Co-Promoter**") have decided to carry out of the composite Development of the Said Project Land and to sale the apartments coming to their respective shares by entering into separate Agreement for Sale with prospective buyers as detailed therein;

AND WHEREAS pursuant to the Said Principal Agreements, the Said respective Owners have placed the Promoters and the Said Co-Promoters, as the case may be in exclusive physical possession of the Said Project Land;

AND WHEREAS -

- a) The Said Project Land is of free-hold tenure without any restrictive covenant running therewith.
- b) There are no impediments attached to the Said Project Land.
- c) There are no tenant/occupiers on the Said Project Land.
- d) There are no existing illegal encroachments on the Said Project Land.
- e) Previously some portion of the Said Project Land were of restrictive tenure. However during the process, the Promoters have obtained requisite permissions from competent authority for development thereof. As such, as on today, no further permissions, affecting title of the respective Owners to the Said Project Land, is required from the Govt. authority.
- f) The Promoters have created equitable mortgage with the Anand Rathi Global Finance Ltd. (ARGFL), against, inter alia, Said Apartment under Sale. The said Financial Institute, under its NOC dated _____, has granted its permission for sale of the Said Apartments.

AND WHEREAS thus the Promoters are seized and possessed of the Said Project Land and are entitled to Develop the same by constructing thereon buildings by getting the plans and specifications therefor duly sanctioned by the Competent Authority/ies;

AND WHEREAS for beneficial development of the said properties, M/s. Arihant Enterprises (**Said Arihant**) holders of the Said First Property, Said Second Property, Said Third Property and Said Fourth Property and Said M/s. Dimpy Infra Ventures Pvt. Ltd. (**Said Dimpy**) holder of Said Fifth Property herein, Said Arihant and Said Dimpy have decided to firstly amalgamate the said properties into one project land; to get the plans sanctioned by the competent authority treating the said properties as one project land; to develop the one project land as Co-Promoters; to divide between them the rights of development and sale of the apartments coming to their share in the form of separate property; to act as Promoters and Co-Promoters of the entire project as detailed hereinafter;

AND WHEREAS the Promoters have appointed M/s. **Akruti Consultants ("Said Architect")** – the Architect duly registered with the council of Architects and have entered into an Agreement with Said Architect as per the Agreement prescribed by the council of the Architects;

AND WHEREAS the Promoters have appointed M/s. **Techline Consultant, Prop. D.K. Patel**, as Structural Engineers for preparation of the structural designs and drawings of the buildings;

AND WHEREAS the Promoters accept the professional supervision of the Architect and the Structural Engineer till the completion of the buildings;

AND WHEREAS the Promoters have registered the project under the name and style as "**ARIHANT CITY PHASE II**" under the provisions of Real Estate (Regulations and Development) Act, 2016 (RERA) with the

Real Estate Regulations Authority under Registration No.-----.
Copy of the Certificate of Registration is annexed hereto and marked as
"ANNEXURE `A";

AND WHEREAS by virtue of the Said Development Agreement and the Power of Attorney the Promoters have sole and exclusive rights to sell the Apartments in the said buildings to be constructed by the Promoters on the Said Project Land and to enter into Agreement/s with the allottee(s)/s for sale of such of the Apartments and to receive the sale consideration in respect thereof;

AND WHEREAS the authenticated copies of 7/12 extracts showing the nature of the title of the Promoters to the Said Project Land on which the Apartments are being constructed have been annexed hereto and marked as "ANNEXURE `B";

AND WHEREAS the authenticated copy of Title Report issued by Advocate of the Promoters **Shri Damodar A. Patil of Thane** is annexed hereto and marked as "ANNEXURE `C";

AND WHEREAS as detailed hereinafter the Promoters and the Co-Promoters have decided to carry out the joint development of the Said Project Land as under:

- a) By and under Joint Venture Agreement dated 20th August, 2013, the Promoter herein (therein referred to as "Arihant") and the Dimpy Infra Ventures Pvt. Ltd. (therein referred to as "Dimpy") through the common Architect M/s. Akruti Consultant got the said properties amalgamated into one project land.
- b) Through the Said Architect, Said Arihant and Said Dimpy got prepared and submitted the plans to Bhiwandi Nizampur City Municipal Corporation (BNCMC) for construction of 16(Sixteen) buildings for the time being consuming therein part of the Development Potential with commercial and residential apartments therein.

- c) Said Arihant and Said Dimpy, vide the said Joint Venture Agreement, mutually decided to jointly develop and sale as their independent properties as under:

c-1) Construction coming to the share of Said Arihant :

Sr. No.	Building No.
1)	A
2)	B
3)	C
4)	F
5)	G
6)	H
7)	I
8)	J
9)	K
10	L
11)	M
12)	Com-1
13)	Com-2
14)	Com-3

c-2) Construction coming to the share of Said Dimpy :

Sr. No.	Building No.
1)	D
2)	E

Both the parties will act as a Promoters and Co-Promoters under RERA and they shall be jointly responsible for development of common internal and external infrastructure concerning the project.

- d) Both the Constituents shall be entitled to mortgage the apartments comprising in their respective buildings for availing construction loan.

d-1) Accordingly Said Arihant has applied to and has got sanctioned the loan from Anand Rathi Global Finance Ltd.,

(ARGFL) against the mortgage of apartments to be constructed in the Building Nos. F, G, H, I, J, Com-1, Com-2 and Com-3.

d-2) Accordingly Said Dimpy has applied to and has got sanctioned the loan from PNB Housing Finance Ltd., against the mortgage of apartments to be constructed in the said Building No. D & E.

AND WHEREAS the Promoters intend to continue/carry out the Development of the Said Project Land in two phases as under -

PHASE ONE (under construction) -

(Number of buildings and its configuration)

Promoters M/s. Arihant Enterprises

Sr. No.	Building Number	Number of Floors
1)	Building F	Ground {Comm.(Part)} Stilt (Part) + 1st + 2nd Floors Parking + 3rd to 15th Floors.
2)	Building G	Ground {Comm.(Part)} Stilt (Part) + 1st + 2nd Floors Parking + 3rd to 11th Floors.
3)	Building H	Ground {Comm.(Part)} Stilt (Part) + 1st + 2nd Floors Parking + 3rd to 15th Floors.
4)	Building I	Ground {Comm.(Part)} Stilt (Part) + 1st + 2nd Floors Parking + 3rd to 15th Floors.
5)	Building J	Ground {Comm.(Part)} Stilt (Part) + 1st + 2nd Floors Parking + 3rd to 15th Floors.
6)	Commercial 1	Ground + Comm.(Part) + Stilt (Part) + 1 upper Floor.
7)	Commercial 2	Ground + Comm.(Part) + Stilt (Part).

Promoters M/s. Dimpy Infra Ventures Pvt. Ltd.,

Sr. No.	Building Number	Number of Floors
1)	Building E	Ground {Comm.(Part)} Stilt (Part) + 1st Floor and 2nd Floor + 3rd to 15th upper Floors.

(The aforesaid development is hereinafter referred to as **PHASE ONE**).

The Promoters has applied through Said Architect to Bhiwandi Nizampur City Municipal Corporation (Said Local Authority) and the Said Local Authority by and under its latest permit bearing V.P. No.40/Bhadwad/2015-16 and bearing Out ward No.TDD/1923 dated 7th November, 2015, has approved the Said Plans for Phase Two above referred to.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as "ANNEXURE 'D'" ("Said Sanctioned Plans");

AND WHEREAS having regards to the remaining Development potential available for further development of the Said Project Land, the Promoters intend to carry out proposed additional construction on the Said Project Land as under -

PHASE TWO (Proposed) -

- Further construction in the nature of additional buildings as under-
(Number of buildings and its configuration)

Promoters M/s. Arihant Enterprises

Sr. No.	Building Number	Number of Floors
1)	Building A	Ground {Comm.(Part)} Stilt (Part) + 1st floor to 18th Floors.
2)	Building B	Ground {Comm.(Part)} Stilt (Part) + 1st floor to 18th Floors.
3)	Building C	Ground {Comm.(Part)} Stilt (Part) + 1st floor to 18th Floors.
4)	Building G	12th Floor to 15th Floor.
5)	Building K	Ground {Comm.(Part)} Stilt (Part) + 1st floor to 18th Floors.
6)	Building L	Ground {Comm.(Part)} Stilt (Part) + 1st floor to 18th Floors.
7)	Building M	Ground {Comm.(Part)} Stilt (Part) + 1st floor to 18th Floors.

- | | | |
|----|-------|--|
| 8) | Com-2 | 1st floor. |
| 7) | Com-3 | Ground {Comm.(Part)} Stilt (Part) + 1 upper floor. |

Promoters M/s. Dimpy Infra Ventures Pvt. Ltd.,

Sr. No.	Building Number	Number of Floors
1)	Building D	Ground Stilt + 1st and 2nd floor Parking + 3rd to 18th upper floors.

(The aforesaid proposed development is hereinafter referred to as **PHASE TWO**).

AND WHEREAS the authenticated copies of the plans of the Layout as **proposed** by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as "ANNEXURE 'E'" ("Said Proposed layout Plans");

AND WHEREAS the Promoters has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections for and of the Said Buildings and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the Said Buildings;

AND WHEREAS while sanctioning the Said Plans for said Phase One concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while constructing the Said Buildings on

the Said Project Land and upon due observance and performance of which only the completion or occupancy certificate in respect of the Said Buildings in the Said Phase One shall be granted by the concerned local authority;

AND WHEREAS the Promoters has accordingly commenced the construction of the Said Buildings in accordance with the Said Sanctioned Plans;

AND WHEREAS on demand from the Allottee, the Promoters has given inspection to the Allottee of all the documents of title relating to the Said Project Land and the plans, designs and specifications prepared by the Promoters' Said Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 ("Said RERA Act") and the Rules and Regulations made thereunder (the Rules and Regulations);

AND WHEREAS being satisfied with such inspection the Allottee has applied to the Promoters and the Promoters, after deliberations, has agreed to allot to the Allottee an Apartment adm. ____ Sq. Mtrs., of Carpet area bearing Apartment No.____ on _____ Floor of the Building No.____ ("Said Building") with or without Sanctioned Parking, being constructed in the Phase One of the Said Project Land;

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as "ANNEXURE 'F'";

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the Said Apartment with or without Sanctioned parking as detailed hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoters a sum of Rs. _____/- (Rupees _____ only) being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee as 'advance payment' or 'Application Fee' (the payment and receipt whereof the Promoters do hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance amount of the sale consideration in the manner hereinafter appearing;

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, under section 13 of the Said RERA Act, the Promoters are required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register such Agreement under the Registration Act, 1908;

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

1. THE PROMOTERS TO CONSTRUCT THE SAID BUILDINGS IN PHASE ONE -

1.1 The Promoters shall construct the Said Buildings consisting of Ground Parking/Stilt parking and 15(Fifteen) upper floors on the Said Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time, provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government/Municipal authorities or due to change in law.

1.2 The nature, extent and description of the common area and the facilities to be provided in the Said Phase ____ are more particularly described in "ANNEXURE `G'" annexed hereto.

2. THE PROMOTERS TO SELL AND THE ALLOTTEE TO PURCHASE FROM THE PROMOTERS THE COMMERCIAL / RESIDENTIAL APARTMENT WITH OR WITHOUT PARKING:

2.1 The Allottee hereby agrees to purchase from the Promoters and the Promoters agree to allot to the Allottee the Commercial/Residential Apartment adm. ____ Sq. Mtrs., of Carpet area bearing Apartment No. ____ on ____ floor of the Building No. ____ in the housing complex to be known as "ARIHANT CITY PHASE-II" and being / to be constructed in Phase ONE on the Said Project Land (hereinafter referred to as the "Said Apartment") for the consideration of Rs. ____ / (Rupees ____ only) including Rs. ____ /- (Rupees ____ only) being the proportionate price of the common areas and facilities appurtenant to the premises.

Note :-

a) Carpet area is -

Inclusive of usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts,

But exclusive balcony appurtenant to the Said Apartment for exclusive use of the Allottee of cupboard in kitchen area, verandah area and exclusive open terrace area appurtenant to the Said Apartment for exclusive use of the Allottee.

But includes the area covered by the internal partition walls of the Apartment.

b) The authenticated copy of the plan and specifications of the Said Apartment as sanctioned and approved by the local

authority are annexed hereto and marked as "ANNEXURE 'H'".

- 2.2 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoters in the said building and the Apartment as are set out in "ANNEXURE 'I'" annexed hereto.

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- 2.3 The Allottee further hereby agrees to purchase and the Promoters hereby agree to sale to the Allottee a designated parking adm. ____ Sq. Mts., bearing Parking No. ____ located at Ground parking/Stilt parking/ ____ upper floor in the Said Phase One in the Said Sanctioned and Proposed layout for the agreed consideration of Rs. ____/- (Rupees ____ only) ("Said Parking").
- 2.4 Thus the total aggregate consideration amount for the Said Apartment including Sanctioned parking spaces is Rs. ____/- ("Said consideration").

3. PAYMENT SCHEUDLE -

The Allottee shall pay the said consideration to the Promoters as per following time plans -

- 3.1 Rs. ____/- (Rupees ____)

(not exceeding 10% of the total consideration) paid on or before execution of this Agreement as advance payment or application fee (the payment and receipt whereof Promoters doth hereby admits and acknowledges and

releases and discharges the Allottee from the payment thereof forever).

3.2 Rs. _____/- (Rupees _____)

(not exceeding 30% of the total consideration) to be paid to the Promoters after the execution of Agreement.

3.3 Rs. _____/- (Rupees _____)

(not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the building or wing in which the Said Apartment is located.

3.4 Rs. _____/- (Rupees _____)

(not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the slabs including podiums and stilts of the building or wing in which the Said Apartment is located as under:

- a) 5% On completion of _____ slab.
- b) 5% On completion of _____ slab.
- c) 5% On completion of _____ slab.
- d) 5% On completion of _____ slab.
- e) 5% On completion of (terrace) slab.

3.5 Rs. _____/- (Rupees _____)

(not exceeding 75% of the total consideration) to be paid to the Promoters on completion of the walls, internal

plaster, floorings doors and windows of the Said Apartment.

3.6 Rs. _____/- (Rupees _____)

(not exceeding 80% of the total consideration) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the Said Apartment.

3.7 Rs. _____/- (Rupees _____)

(not exceeding 85% of the total consideration) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the Said Apartment is located.

3.8 Rs. _____/- (Rupees _____)

(not exceeding 95% of the total consideration) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the Said Apartment is located.

3.9 Rs. _____/- (Rupees _____)

Payable against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

Rs. _____/- (Rupees _____ only)
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4. PRICE ESCALATION -

4.1 The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

4.2 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Said Apartment.

5. PAYMENT OF FURTHER AMOUNTS -

5.1 The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts-

- a) Rs. _____/- for share money, application entrance fee of the Society.
- b) Rs. _____/- for formation and registration of the Society.
- c) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society/ Federation/Apex Body.
- d) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society Federation/Apex Body.
- e) Rs. _____/- For Deposit towards Water, Electric, and other utility and services connection charges &
- f) Rs. _____/- for deposits of electrical receiving and Sub Station provided in Layout.

Rs. _____/-
=====

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

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

object/demand/direct the Promoters to adjust his payments in any manner.

6. THE FINAL CARPET AREA -

The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes - if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit, then Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Said Rules from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

7. PROMOTERS TO OBTAIN OCCUPANCY/COMPLETION CERTIFICATE -

The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions - if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

8. TIME IS AN ESSENCE -

Time is an essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the Said Apartment to the Allottee and the

common areas to the association of the Allottees after receiving the occupancy certificate (or the completion certificate or both, as the case may be).

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause ____ hereinabove.

9. RIGHTS OF PROMOTERS OVER DEVELOPEMNT POTENTIAL -

The Promoters hereby declare that the Floor Space Index available as on date in respect of the Said Project Land is _____ square meters only and Promoters have planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the Said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

10. IF THE PROJECT IS DELAYED -

If the Promoters fails to abide by the time schedule for completing the project and handing over the Said Apartment to the Allottee, the Promoters agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Said Rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment

which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoters.

11. IF ALLOTTEE COMMITS DEFAULT IN FURTHER PAYMENTS -

Without prejudice to the right of Promoters to charge interest in terms of stipulations hereinabove, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to adjustment and recovery of liquidated damages of ____% of the consideration for sale of Said Apartment and/or of any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoters.

12. DELIVERY OF POSSESSION -

12.1 The Promoters shall give possession of the Apartment to the Allottee on or before ____ day of _____ 20____. If the Promoters fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

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

12.2 **Procedure for taking possession** - The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Said Apartment to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoters shall give possession of the Said Apartment to the Allottee. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree(s) to pay the

maintenance charges as determined by the Promoters or association of Allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

12.3 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoters to the Allottee intimating that the said Apartments are ready for use and occupancy:

12.4 **Failure of Allottee to take Possession of Said Apartment:** Upon receiving a written intimation from the Promoters as per clause 12.1, the Allottee shall take possession of the Said Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 12.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

13. WARRANTY PERIOD BY PROMOTERS -

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Said Act.

However, it is specifically agreed by the Allottee that if during the warranty period, as an effect of Allottee having carried out any internal work including but not limited to replacing of tiles or flooring causing damage to the water proofing; removing of internal walls; removing or addition of internal construction or due to any other reason,

howsoever, resulting any leakage on lower floors and/or any damage to the R.C.C. and/or in common areas and/or to the fixtures and amenities to be provided in the phase is caused, the legal and financial consequences thereof shall be on the Allottee alone. The Allottee hereby unconditionally agrees and undertakes to reimburse fully such expenses without any demure, which may cause to the Promoters or to the society and to keep the Promoters fully indemnified in respect thereof.

14. USER OF THE APARTMENT -

The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

15. REGISTRATION OF THE SOCIETY -

The Allottee along with other Allottee(s) of Apartments in the building shall join in forming and registering the Society and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the bye laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organization of Allottee. No objection shall be taken by the Allottee - if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies.

16. CONVEYANCE -

16.1 The Promoters shall, within three months of registration of the Society as aforesaid, cause to be transferred to the society all the

right, title and the interest of the Promoters and the owners in the said Building in Phase ____ in which the said Apartment is situated.

16.2 The Promoters shall, within three months of registration of the Federation/apex body of the Societies as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoters and the owners in the project land on which the building with multiple wings or buildings are constructed.

17. ADVANCE DEPOSIT FOR MAINTENANCE EXPENSES -

Within 15 days after notice in writing is given by the Promoters to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society is formed and the said structure of the building/s is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs._____/ - per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the structure of the building is executed in favour of the society as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society as the case may be.

18. PAYMENT OF STAMP DUTY, ETC., -

At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

19. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS -

The Promoters hereby represent and warrant to the Allottee as follows:

- 19.1 The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- 19.2 The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- 19.3 There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- 19.4 There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

- 19.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- 19.6 The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 19.7 The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- 19.8 The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the Said Apartment to the Allottee in the manner contemplated in this Agreement;
- 19.9 At the time of execution of the conveyance deed of the structure to the association of allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- 19.10 The Promoters have duly paid and shall continue to pay till handing over of the Project to the body of the Apartment Purchasers and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or

penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

19.11 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.

20. The ALLOTTEE/S FOR HIMSELF/THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE APARTMENT MAY COME, HEREBY COVENANTS WITH THE PROMOTERS AS FOLLOWS :-

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

20.2 Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in

this behalf, the Allottee shall be liable for the consequences of the breach.

- 20.3 To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 20.4 Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Said Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company.
- 20.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- 20.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- 20.7 Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- 20.8 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- 20.9 The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up.
- 20.10 The Allottee shall observe and perform all the rules and regulations which the Society or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes,

expenses or other out-goings in accordance with the terms of this Agreement.

20.11 Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

20.12 Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

21. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

22. VESTING OF RIGHTS -

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

23. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

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

24. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

25. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements

whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

26. RIGHT TO AMEND

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

27. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES

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

28. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Said Apartment to the total carpet area of all the Said Apartments in the Project.

30. 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.

31. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee. After the Agreement is duly executed by the Allottee and the Promoters 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 Bhiwandi.

32. The Allottee and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

33. That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A.D and notified Email ID at their respective addresses specified below:

Name of Allottee	-	
(Allottee's Address)	-	_____, _____.
Notified Email ID:	-	_____

M/s. Promoters name - M/s. Arihant Enterprises
(Promoters Address) - Arihant City, Near Saibaba Temple,
Kalyan Bhiwandi Road, Temghar,
Bhiwandi, Taluka Bhiwandi,
District Thane.
Notified Email ID - arihantcity@gmail.com

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

34. JOINT ALLOTTEES

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

35. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

36. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

37. 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 Thane/Mumbai courts will have the jurisdiction for this Agreement.

38. EFFECT OF LAWS -

This Agreement shall always be subject to the provisions of The Real Estate (Regulations and Development) Act, 2016 (RERA) and Rules made thereunder.

FIRST SCHEDULE ABOVE REFERRED TO :

(SAID PROJECT LAND)

ALL THOSE PIECES OR PARCELS OF NON-AGRICULTURAL LAND hereditaments and premises situate, lying and being at Mauje and Talathi Saja Temghar, Bhiwandi, Taluka Bhiwandi, District Thane, Registration District Thane and Sub-District of Bhiwandi and within the limits of the Bhiwandi Nizampur City Municipal Corporation and according to revenue records, bearing following descriptions:

Sr. Survey No. Area Name of Owners
No. (Sq. Mtrs.,)

(A) ARIHANT PROPERTY

(A-1) FIRST PROPERTY

1.	52/1(P)}	1310	
2.	53/1(P)}	4550	Shri Krishna B. Bhoir
3.	55/(P) }	1890	& Others
4.	56/(P) }	670	
5.	85/1(P)}	100	

		8520	

(A-2) SECOND PROPERTY

1.	49/1 }	4810	
2.	53/2 }	1520	Shri Vasant Z. Joshi
3.	57/3 }	7800	& Others

		14130	

(A-3) THIRD PROPERTY

1.	50/1(P)}	4080	
2.	52/1(P)}	1310	
3.	53/1(P)}	4560	Shri Kathod G. Bhoir
4.	55/(P) }	1900	& Others
5.	56/(P) }	670	

6.	57/4 }	700
7.	85/1(P) }	100
8.	86/2(P) }	650

		13970

(A-4) **FOURTH PROPERTY**

1.	49/2(P) }	4670	
2.	49/3(P) }	4000	Shri Baban S. Joshi
3.	85/2 }	9050	& Others

		17720	

(B) **DIMPY PROPERTY**
(B) **FIFTH PROPERTY**

1.	53/1(P) }	4550	
2.	55/(P) }	1900	Shri Bandu K. Bhoir
3.	56/(P) }	660	& Others
4.	57/4(P) }	700	

		7810	

The First Property, the Second Property the Third Property,
the Fourth Property and the Fifth Property totally adm.
62150 Sq. Mtrs.,

SECOND SCHEDULE ABOVE REFERRED TO:

Apartment adm. ____ Sq. Mtrs. equivalent to ____ Sq. Ft.

Carpet area -

Carpet area is -

- **Inclusive of**
usable floor area of an apartment, excluding the area covered
by the external walls, areas under services shafts,
- **But exclusive of**
balcony appurtenant to the Said Apartment for exclusive use of
the Allottee of cupboard in kitchen area, verandah area and
exclusive open terrace area appurtenant to the Said Apartment
for exclusive use of the Allottee.

- But includes of
the area covered by the internal partition walls of the
Apartment
- Bearing Apartment No.____ on _____ Floor of the Building
No.____ in Phase ____ of the Development.

A N D

- AND TOGETHER with Parking No.____ adm. ____ Sq. Mtrs.,
equivalent to ____ Sq. Ft., Carpet located in Ground parking/
Stilt parking / ____ upper floor parking in Said Phase One.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO
SET AND SUBSCRIBED THEIR RESPECTIVE HAND ON THE DAY AND YEAR
WRITTEN HEREINABOVE.

SIGNED AND DELIVERED by the }
within named "PROMOTERS" }
M/S. ARIHANT ENTERPRISES, }
Through its Partners - }
(1) SHRI PARASKUMAR K. JAIN, }
(2) SHRI DARSINGH S. MAWRI, }
in the presence of }
1. }
2. }

SIGNED AND DELIVERED by the }
Within named "ALLOTTEE/S" }
1) SHRI/SMT. _____, }
2) SHRI/SMT. _____, }
in the presence of }
1. }
2. }

R E C E I P T

RECEIVED of and from the within named ALLOTTEE/s the sum of Rs. _____/- (Rupees _____ only) being the Part Consideration paid by him/her/them to us as per these presents, by cheque No. _____ dated _____ drawn on _____ Bank, _____ Branch.

WITNESSES :-

WE SAY RECEIVED Rs. _____/-
(Subject to realization of cheque)

1.

For M/s. Arihant Enterprises

2.

Partners

(PROMOTERS)

DRAFT COPY

ANNEXURE - A

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority).

ANNEXURE - B

(Authenticated copies of 7/12 extracts showing nature of the title of the respective Owners to the project land).

ANNEXURE - C

(Title Report of Adv. Damodar A. Patil)

ANNEXURE - D

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority).

ANNEXURE - E

(Authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project).

ANNEXURE - F

(Authenticated Copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as sanctioned and approved by the Local Authority).

ANNEXURE - G

(Nature, extent and description of common areas and facilities to be provided in Phase ONE).

ANNEXURE - H

(Authenticated copies of the plans and specifications of the Apartment as sanctioned and approved by the local authority).

ANNEXURE - I

(The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or price range {if unbranded} to be provided by the Promoters in the said building and the Apartment).

DRAFT COPY