

Date: 02/12/2022

To
The Authority
MAHARERA

Sub: Draft Agreement for Sale along with deviation

Respected Sir/Madam,

Please find attached herewith the draft of Agreement for Sale along with the deviation.

Regards

X 

Brij Bhushan Gupta
Director



AGREEMENT FOR SALE

This **AGREEMENT** made at.....this.....day of..... in the year Two Thousand and.....

BETWEEN

ADHIRAJ CONSTRUCTIONS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 506, Sharda Chambers, 15 New Marine Lines, Mumbai – 400 020, hereinafter referred to as "**the Promoter**" of the One Part;

AND

(.....) having address atherein after referred to as "**the Allottee**" (.....) of the Other Part.

The Promoter and Allottee are collectively referred to as "**Parties**" and individually as "**Party**".

1. **WHEREAS** The Promoter is, pursuant to various agreements more particularly specified in **Annexure A** hereto ("**said Agreement**"), the owner of and is seized and possessed of and absolutely entitled to develop all that piece and parcel of land bearing Survey No.64 Hissa No.2, Survey No.66 Hissa No.2, 67 Hissa No.1, Survey No.67 Hissa No.2(1), Survey No.67 Hissa No.2(2), Survey No.67 Hissa No.4, Survey No.68 Hissa No.1A, Survey No.68 Hissa No.1B, Survey No.68 Hissa No.2, Survey No.68 Hissa No.4, Survey No.69, Survey No.70 Hissa No.1, Survey No.70 Hissa No.2, Survey No.71 Hissa No.2, Survey No.71 Hissa No.3, Survey No.71 Hissa No.4, Survey No.72 Hissa No.1A, Survey No.72 Hissa No.1B, Survey No.72 Hissa No.3, Survey No.76 Hissa No.1, Survey No.76 Hissa Nos.2 (1) , Survey No.76 Hissa Nos.2 (2), Survey No.77 Hissa No.1, Survey No.77 Hissa No.2, Survey No.79 Hissa No.3, Survey No.86 Hissa No.1, Survey No.86 Hissa No.2, Survey No.88, Survey No.89 Hissa No.1, Survey No.89 Hissa No.2, Survey No.90, Survey No.91 Hissa No.3 and Survey No.99 Hissa No.2, admeasuring about 1,57,450 square meters in the aggregate situate, lying and being at

Village - Rohinjan, Taluka - Panvel, District - Raigad, and more particularly described in the **First Schedule** hereunder written ("**the Larger Land**") and delineated with bold black colour boundary line on the plan annexed hereto and marked as **Annexure B**.

2. **AND WHEREAS** by and under a letter dated 22nd December, 2014 bearing Reference No. MMRDA/RHD/RHS-26(III)/14/378 addressed by Mumbai Metropolitan Region Development Authority ("**MMRDA**") to the Promoter, MMRDA has *inter alia* granted a revised layout approval for the Larger Land (excluding the area of proposed DP road and amenity area as mentioned in recital 7 and 8 below).
3. **AND WHEREAS** by and under an Order dated 23rd April, 2015 bearing No. MHA/ LNA1(B)/164/2014 passed by the Collector of Raigad, the Collector of Raigad has granted the permission *inter alia* to the Promoter *inter alia* for the construction as per the sanctioned plans (rental housing scheme) on the Larger Land on the terms and conditions as mentioned therein.
4. **AND WHEREAS** thereafter, the Panvel Municipal Corporation has become the planning authority and *vide* its letter dated 20th August, 2019 bearing No. PMC/CP/1977/2019 has issued Commencement Certificate *inter alia* permitting to construct upto such extent and on such terms and conditions as mentioned therein ("**Construction Permission**"). Annexed herewith as **Annexure C** is a copy of the Construction Permission.
5. Under the Construction Permission, the Promoter has been *inter alia* permitted to develop on a portion of the Larger Land bearing Survey Nos. 69 (part), Survey No.70 Hissa No.1, Survey No.70 Hissa No.2, Survey No.71 Hissa No.2, Survey No.71 Hissa No.3, Survey No.71 Hissa No.4, Survey No.72 Hissa No.1A, Survey No.72 Hissa No.1B, Survey No.72 Hissa No.3 (Part), Survey No.76 Hissa No.1, Survey No.76 Hissa Nos.2 (1)(Part), Survey No.76 Hissa Nos.2 (2)(Part), Survey No.77 Hissa No.1, Survey No.77 Hissa No.2(Part), Survey No.79 Hissa No.3(Part), Survey No.86 Hissa No.1, Survey No.86 Hissa No.2, Survey No.88, Survey No.89 Hissa No.1, Survey No.89 Hissa No.2, Survey No.90, and Survey No.91 Hissa No.3, admeasuring about 1,04,039.56 square meters or thereabouts situate, lying and being at Village – Rohinjan, Taluka – Panvel and District Raigad and more particularly described in the **Part A of Second Schedule** hereunder written ("**Sale Land**") and delineated in hatched blue colour lines on the plan annexed hereto and marked as

Annexure –B and the Promoter is entitled to deal with the premises constructed or as may be constructed on the Sale Land.

6. **AND WHEREAS** the Promoter is also, as things stand, required to develop and convey to MMRDA, the portion of the Larger Land bearing Survey No.64 HissaNo.2, Survey No.67 Hissa No.1(Part), Survey No.67 Hissa No.2(1)(Part), Survey No.67 Hissa No.2(2)(Part), Survey No.67 Hissa No.4(Part), Survey No.68 Hissa No.1A, Survey No.68 Hissa No.1B, Survey No.68 Hissa No.2, Survey No.68 Hissa No.4(Part), Survey No.69 (Part) and Survey No.99 Hissa No.2, admeasuring 34,679.85 square meters or thereabouts situate, lying and being at Village - Rohinjan, Taluka – Panvel and District - Raigad and more particularly described in the **Part B of Second Schedule** hereunder written (**“the Rental Housing Plot”**) and delineated in hatched green colour lines on the plan annexed hereto and marked as **Annexure –B**.

~~7.~~

- ~~8.~~7. As on date, the Promoter is required to develop and convey to MMRDA, the Rental Housing Plot along with the buildings constructed / to be constructed thereon with the necessary access and amenity spaces in accordance with the applicable laws and the permissions granted / to be granted by MMRDA and the Collector and the Panvel Municipal Corporation. The balance area admeasuring 14,292.33 square meters is reserved for amenities and an area admeasuring 4,438.26 square meters is reserved for proposed D. P. Road under the Construction Permission and the Developer shall be entitled to deal with the same and/or convey or surrender the same to such concerned authority in accordance with the applicable laws prevailing at the relevant time.

~~9.~~

- ~~10.~~8. **AND WHEREAS** the Allottee has been informed that *vide* Deeds of Bandh Patra all dated 6th April 2022 registered with the Joint Sub Registrar Panvel 4 under serial nos. 4549/2022, 4551/2022, 4548/2022, 4547/2022 and 4550/2022 respectively, the Promoter has handed over an area admeasuring 4437.35squaremeters out of the total area admeasuring [] square meters from Survey nos. 77Hissa no. 2, Survey no. 72 Hissa no. 1A, Survey no. 76 Hissa no. 2(1) , Survey no. 76 Hissa no. 2(2) and Survey no. 79 Hissa no. 3 of Village Rohinjan forming part of the Larger Land to Panvel Municipal Corporation for the purpose of construction of 24 meters wide Road.

~~11.~~

- ~~12.~~9. **AND WHEREAS** the Allottee has been informed that the statutory approvals, as on date, mandatorily require the Promoter to hand over

certain stipulated percentage of the Sale Land to the concerned authorities or develop the same as public amenity. The Promoter shall determine and identify the portion and location of the Sale Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Sale Land left over after handing over the stipulated percentage if any, to the Panvel Municipal Corporation or MMRDA or Collector or statutory authority and/or developing as a public amenity, only would be available either for transferring to the Federation/ Apex Body or development by the Promoter, as the Promoter deems fit.

~~13.~~10. **AND WHEREAS** the Allottee has been informed that while as on date, the Rental Housing Plot is currently designated for development and conveyance to MMRDA as stated hereinabove, the Promoter may opt to develop the same (or part thereof) for some other purpose in the future or dispose of, as it may deem fit. In any event, since the Rental Housing Plot and development thereon does not form a part of the Sale Land or the construction undertaken/proposed to be undertaken thereon and has no connection with the Real Estate Project (defined hereinafter), the Allottee expressly agrees that such change in no way affects his/her/its rights and obligations, and he/she/it confirms not to raise any objection to the same.

~~14.~~11. **AND WHEREAS** The details of the mortgages and litigations pertaining to the title/rights/entitlement of the Promoter to the Larger Land are more particularly set out in **Annexure D** hereto.

~~15.~~12. **AND WHEREAS** the Promoters are entitled and enjoined upon to construct buildings on the Sale Land in accordance with the recitals hereinabove;

~~16.~~13. **AND WHEREAS** the Promoter is in possession of the Sale Land. The Promoter proposes to develop the Sale Land in a phase wise manner (**"Whole Project"**)

~~17.~~14. **AND WHEREAS** the Promoter has proposed to construct on the Project Land building T2 known as 'Adhiraj Capital City Tower Mizani' consisting of 47 upper floors (**"Real Estate Project"**) and having ground floor + stilt + part podium 1 + part podium 2 + part podium 3 and part podium 4 on 1st to 4th floor respectively on a portion of the Sale Land admeasuring 1800 square meters situate, lying and being on land bearing Survey no. 71 Hissa No.2(Part), Survey no. 71 Hissa No.4 (Part) and Survey no. 89 Hissa No.2(Part) (**"Project Land"**).

~~14-15.~~ **AND WHEREAS** the Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in ~~the _____ wing of~~ the Building Adhiraj Capital City Tower Mizani ~~herein after referred to as the said "Building"~~ i.e. Real Estate Project being constructed in **a** phase of the Whole Project, by the Promoter

16. **AND WHEREAS** the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

~~19-17.~~ **AND WHEREAS** the Promoter shall be entitled to put hoarding/boards of their Brand Name viz. Mizani and/or Adhiraj Capital City and/or Adhiraj Constructions Private Limited or any other name as the Promoter may deem fit, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

~~20-18.~~ **AND WHEREAS** the Promoter has registered the Real Estate Project under the provisions of the **Real Estate (Regulation & Development) Act, 2017** "**said Act**" with the Real Estate Regulatory Authority at Maharashtra vide No. _____; **an** authenticated copy **whereof** is attached in **Annexure E**;

~~24-19.~~ **AND WHEREAS** the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the architect and the structural engineer, **appointed from time to time by it**, till the completion of the building/buildings.

20. **AND WHEREAS** by virtue of the **documents stated hereinabove** ~~Development Agreement/Power of Attorney the said Agreements~~, the Promoter has the sole and exclusive right to sell the Apartments in the Real Estate Project to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

~~22-21.~~ **AND WHEREAS** on demand from the Allottee, the Promoter has given **satisfactory** inspection to the Allottee of all the documents of title **inter alia** relating to the Project Land and the plans, designs and specifications

prepared by the Promoter's Architects Messrs[] and of such other documents as are specified under the ~~said Act Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act")~~ and the Rules and Regulations made thereunder;

~~23-22.~~ **AND WHEREAS** the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of ~~Property card or~~ extract of ~~Village Forms VI and~~ VII and XII ~~or any other relevant revenue records~~ showing the nature of the title of the Promoter to the ~~Project Larger Land~~ on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure F** and **F1**, respectively.

~~24-23.~~ **AND WHEREAS** the authenticated copies of the plans of the Layout as ~~presently~~ approved by the Panvel Municipal Corporation have been annexed hereto and marked as **Annexure G**.

~~24.~~ **AND WHEREAS** the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the Whole Project have been annexed hereto and marked as **Annexure H**,

~~25.~~ **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 I**.

~~25-26.~~ **AND WHEREAS** the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the **Real Estate Project**.

~~26-27.~~ **AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the Real Estate Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the Real Estate Project shall be granted by the concerned local authority.

~~27-28.~~ **AND WHEREAS** the Promoter has accordingly commenced construction of the **Real Estate Project** in accordance with the said proposed plans.

~~28-29.~~ **AND WHEREAS** the Allottee has applied to the Promoter for allotment of an Apartment No. onfloor **in wing** situated in **the building No. Real Estate Project** being constructed in **the a** phase of the **Whole Project**.

~~29-30.~~ **AND WHEREAS** the carpet area of the said Apartment is _____ square meters equivalent to _____ square feet and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or 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 **and is to be read with Circular No. 4 of 2017 bearing Ref. No.MahaRera/Secy/File No. 27/84/2017 dated 4th June, 2017.**

~~30-31.~~ **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;

~~31-32.~~ **AND WHEREAS**, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

~~32.~~ **AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no- (Repeated)**

33. **AND WHEREAS**, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with

the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

34. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment/Plot and the garage/covered parking(if applicable)

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim.
2. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Apartment and hereby undertake not to hereafter raise any objection and/or make any requisition with respect to the title of the Promoter to the Sale Land and Larger Land. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee has/have the financial capability to consummate the transaction.
- 4.3. The Promoter shall construct the Real Estate Project i.e. 'Adhiraj Capital City Tower Mizani' of 47 upper floors and further having ground floor + stilt + part podium 1 + part podium 2 + part podium 3 and part podium 4 on 1st to 4th floor respectively on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter 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 authorities or due to change in law.

- 2.4. (a)
- (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. metres equivalent to [•]square feet on

floor in the building _____/wing (hereinafter referred to as "the Apartment") as shown hatched in blue color in the Floorplan thereof hereto annexed and marked **Annexure J** for the consideration of Rs.including Rs.being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

- (ii) The said Apartment has certain exclusive other areas such as niche, flower bed, cupboard space, balconies, etc., collectively admeasuring [•] square meters area equivalent to [•] square feet as more particularly mentioned in and shown hatched in red color lines on the plan annexed hereto and marked as **Annexure -J**. The said Apartment has an access to a refuge area/ balcony admeasuring [•] square meters area equivalent to [•] square feet as more particularly mentioned in and shown hatched with pink colour on the plan annexed hereto and marked as **Annexure -J** and the same shall at all times neither be enclosed nor be used for any purpose other than the refuge area/ balcony under the applicable laws. Further, there are certain service areas abutting the said Apartment admeasuring [•] square meters area equivalent to [•] square feet as more particularly mentioned in and shown hatched with green colour on the plan annexed hereto and marked as **Annexure -J**. The service areas shall be exclusive to the said Apartment and shall be used only for such purpose as sanctioned in that behalf

- ~~(iii)~~ The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell/allot to the Allottee garage bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-

- ~~(iv)~~(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell/allot to the Allottee covered parking spaces bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-.

- (b) The total aggregate consideration amount for the apartment including ~~garages~~ covered parking spaces is thus Rs._____-/-(**"Total Price"**).
- (c) The Allottee has paid on or before execution of this agreement a sum of Rs_____ (Rupees _____ only) (not exceeding 10% of the **Total Price**) as advance payment or application fee and hereby agrees to pay ~~cause to be paid by its creditor (as the case may be) to that~~ Promoter the balance amount of Rs(Rupees.....) in the following manner :-

Sr. No.	Particulars	Amount (Rs.)
1. 4	On execution of Agreement for sale	10.00% including advance payment application fee, if any
2. 2	After the execution of Agreement for sale	20.00%
3. 3	On initiation of the plinth work	5.00%
4. 4	On completion of the plinth	10.00%
5. 5	On completion of the 2nd floor slab	1.00%
6. 6	On completion of the 4th floor slab	1.00%
7. 7	On completion of the 6th floor slab	1.00%
8. 8	On completion of the 8th floor slab	1.00%
9. 9	On completion of the 10th floor slab	1.00%
10. 10	On completion of the 12th floor slab	1.00%
11. 11	On completion of the 14th floor slab	1.00%
12. 12	On completion of the 16th floor slab	1.00%

<u>13.43</u>	On completion of the 18th floor slab	1.00%
<u>14.44</u>	On completion of the 20th floor slab	1.00%
<u>15.45</u>	On completion of the 22nd floor slab	1.00%
<u>16.46</u>	On completion of the 24th floor slab	1.00%
<u>17.47</u>	On completion of the 26th floor slab	1.00%
<u>18.48</u>	On completion of the 28th floor slab	1.00%
<u>19.49</u>	On completion of the 30th floor slab	1.00%
<u>20.20</u>	On completion of the 32nd floor slab	1.00%
<u>21.24</u>	On completion of the 34th floor slab	1.00%
<u>22.22</u>	On completion of the 36th floor slab	1.00%
<u>23.23</u>	On completion of the 38th floor slab	1.00%
<u>24.24</u>	On completion of the 40th floor slab	1.00%
<u>25.25</u>	On completion of the 42nd floor slab	1.00%
<u>26.26</u>	On completion of the 44th floor slab	1.00%
<u>27.27</u>	On completion of the 46th floor slab	1.00%
<u>28.28</u>	On completion of the Terrace slab	2.00%
<u>29.29</u>	On completion of walls & internal plaster of the said premises	2.00%
<u>30.30</u>	On completion of the floorings of the said premises	2.00%
<u>31.34</u>	On completion of the doors and windows of	1.00%

	the said premises	
<u>32.32</u>	On completion of the sanitary fittings upto the floor level of the said premises	2.00%
<u>33.33</u>	On completion of the staircases, lift wells, lobbies upto the floor level of the said premises	3.00%
<u>34.34</u>	On completion of the external plumbing & external plaster of the said building	3.00%
<u>35.35</u>	On completion of the elevation & terraces with waterproofing of the said Building.	2.00%
<u>36.36</u>	On completion of the plinth protection & lifts of the said Building	2.00%
<u>37.37</u>	On completion of the water pumps & electrical fittings of the said Building	3.00%
<u>38.38</u>	On completion of the entrance lobby/s & paving of areas appertain of the said Building	3.00%
<u>39.39</u>	On completion of the electro mechanical and environment requirements of the said Building	2.00%
<u>40.40</u>	At the time of handing over of the possession of the said Premises to the Allottee on/after receipt of the	5.00%

i.	Occupation Certificate or Completion Certificate with respect to the Real Estate Project	
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Amount of Rs. / (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs. / (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs. / (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs. / (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.

v. Amount of Rs. / (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, liftwells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs. / (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter 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.

vii. Amount of Rs. / (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter 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 maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

~~viii. Balance Amount of Rs. / (.....) 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.~~

(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, **GST** and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Apartment **[PLOT]**.

(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges **or 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 Allottee for increase in development charges, cost, or levies imposed by the competent authorities, **other charges etc.**, the Promoter shall enclose the said notification/order/rule/regulation published/**data** 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.

~~(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments at []% per annum for the period by which the respective instalment has been propped. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.~~

(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the [] Rules, from the date when

such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

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

~~3.5.~~ The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

~~6.~~ Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment Plot to the Allottee and the common areas to the association of the allottees society 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 instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 4(c) herein above. ("**Payment Plan**").

~~4.7.~~ The Allottee shall deduct tax at source ("TDS") from each instalment of the Total Price as required under the Income Tax Act, 1961 and shall provide the Promoter with the challans/receipt evidencing deposit of such TDS with the Government, within 15 (fifteen) days of receipt of such challans/receipts.

~~5.8.~~ ~~3.~~ The Promoter hereby declares that the maximum Floor Space Index available as-on-date in respect of Sale Land is square meters of which maximum Square meters the Project Land is square meters only and Promoter has been planned to be utilized by the Promoter maximum 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 Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project so as to construct a maximum of 49 floors in the Real Estate Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the Project Land in the said Real Estate 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 Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

6-9.

- 9.1 If the Promoter fails to abide by the Possession Date time schedule for completing the project and handing over the said Apartment Plot to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the [] Rule, 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 Promoter, interest as specified in the [] Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 9.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 9.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, 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 Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of ~~any agreed~~ liquidated damages as per prevailing law or any other amount which may be payable to Promoter) within a period of ~~thirty ninety~~ days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

7.10. The fixtures and fittings with regard to the flooring and sanitary fittings etc. within the said Apartment and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure K**, annexed hereto.

~~8.11.~~ The Allottee shall only be entitled to amenities specified in Annexure K hereto, which shall be for the Real Estate Project. The Promoter will be developing other amenities on the Sale Land in a phase wise manner.

9.12. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20___ ("**Possession Date**"). If the Promoter 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 Promoter 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 9.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

~~10.13.~~

13.1. Procedure for taking possession - The Promoter, 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/Plot~~, to the Allottee in terms of this Agreement to be taken ~~no later than within 32 (three-two)~~ months from the date of issue of such notice and the Promoter shall give possession of the ~~said Apartment/Plot~~ to the Allottee. The ~~Promoter Parties~~ agree and undertake to indemnify ~~the Allottee each other~~ in case of failure of fulfilment of any of the provisions, formalities, documentation on ~~their part of the Promoter~~. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees/~~society~~, as the case may be. The Promoter on its behalf shall ~~offer intimate the possession by raising final demand(s)~~ to the Allottee in writing within 7 days of receiving the occupancy certificate of the ~~Project~~.

~~13.1-13.2.~~ The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

~~13.2-13.3.~~ **Failure of Allottee to take Possession of ~~said Apartment/Plot~~**: Upon receiving a written intimation from the Promoter as per clause 13.1, the Allottee shall take possession of the ~~said Apartment/Plot~~ from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement ~~or as may be required~~, and the Promoter shall give possession of the ~~said Apartment/Plot~~ to the Allottee. In case the Allottee fails to take possession within the time provided in clause 13.2 such Allottee shall continue to be liable to pay maintenance charges as applicable ~~from the next date of expiry of the 15 days period~~.

~~13.3-13.4.~~ If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as

provided under the Act ~~provided that the defect is not caused by or attributable to the Allottee or other allottees/ residents.~~

14. 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.

~~14.~~15. The Allottee along with other allottee(s) of Apartments in the building shall join informing and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide 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 or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other competent authority.

15.1 The Promoter shall, within ~~three~~ six months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building ~~i.e. Real Estate Project or wing~~ in which the said Apartment is situated.

15.2 Upon handover of the Real Estate Project to the Society or Association or a Limited Company, the Promoter shall continue to have the right to sell all unsold car parking spaces until conveyance of the Sale Land to the Federation/Apex Body.

15.3 Before expiry of 3 months of obtainment of the Occupation Certificate of the last real estate project in the layout of the Larger Land and the Whole Project, the Promoter shall submit application/s to the competent authorities to form a federation of societies/apex comprising the societies of all buildings on the Larger Land as per applicable laws. The Promoter shall, within three

months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the ~~Vendor/Lessor/Original Owner/Promoter and/or the owners in the Project Landland parcel out of the Larger Land~~ on which the Adhiraj Capital City ~~project building~~ —with multiple wings or buildings ~~are—is~~ constructed/developed.

15.4 Further, notwithstanding anything contained herein, the Promoter at its own discretion may dispose off to and/or enter into any joint venture / development arrangement with any third party for one or more buildings / other real estate projects to be constructed on the said Sale Land and forming part of the Whole Project along with such portion of the Land and/or the development potential of said Sale Land including FSI and/or TDR arising therefrom as the Promoter may deem fit except that of the Real Estate Project, in which case, the Promoter shall be entitled to either convey and/or enter into development agreement/ joint venture agreement and/or create a lease in perpetuity in favour of such third party, in respect of the said disposed off other real estate projects /building and such portion of the Sale Land and/or the development potential of Sale Land including FSI and/or TDR arising therefrom on such terms and conditions as the Promoter may deem fit. In the event, the Promoter chooses to retain one or more of such buildings / real estate projects, such lease in perpetuity / conveyance shall be simultaneously be executed and registered by the Federation/ Apex Body with the transfer deed which may be executed and registered in favour of the Apex Body as mentioned herein. In either case, the rights and entitlement of the Apex Body shall always be subject to the aforesaid conveyance or the lease in perpetuity as mentioned above; so long as it does not affect the Real Estate Project.

15.5 Within 15 days after notice in writing is given by the Promoter 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 ~~or Association~~ or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter 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 Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease transfer of the structure of the building or wing is executed in favour of the society or association or a limited company as aforesaid. On such conveyance/assignment of lease transfer 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 Promoter to the Society or the Limited Company, as the case may be. The entitlement of the Society or Association or Limited Company shall be limited to the structure of the Real Estate Project and the Promoter shall have the right to deal with and dispose of portions of the Larger Land which do not form part of the Project Land.

16. The Promoter would be entitled to aggregate any contiguous land parcel added / acquired with the development of the Sale Land, as provided under the Proviso to Rule 4(4) of the RERA Rules and other applicable laws, and the Allottee hereby grants it's no objection to the same and for any development pursuant thereto only provided the same is sanctioned by any competent authority. The Allottee has no other condition or objection to the above.

17. The Promoter may designate spaces on the Real Estate Project or the Project Land/Larger Land for provision of infrastructure for utilities like electricity, internet, etc and may appoint a third party/agency for the purpose of maintaining the Real Estate Project and the Whole Project on such terms and conditions as may be deemed fit.

42-18. The Allottee shall on or before delivery of possession of the said premises Apartment keep deposited with the Promoter, the following amounts :-

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

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

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

(iv) Rs.for deposit towards provisional monthly contribution of 24 months towards outgoings of Society for the Real Estate Project or Limited Company/Federation/ Apex body.

(v) Rs. For Deposit towards Water, Electric generator, and other utility and services connection charges or at actuals actual &

(vi) Rs. for deposits of electrical receiving and Sub Station provided in Layout. Rs. contribution of 48 months towards outgoings for the Whole Project.

(vii) Rs. for Development Charges

13-19. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

14-20. At the time of registration of conveyance or Lease of the structure of the building or wing of the building i.e. Real Estate Project, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease 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 or Lease of the Sale Project Land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease 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.

15-21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the Project Sale Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Sale Project Land and also has actual, physical and legal possession of the Sale Project Land for the implementation of the Real Estate Project and Whole Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

- iii. There are no encumbrances upon the Project Land or the Real Estate Project except those disclosed in the title report and herein;
- iv. There are no litigations pending before any Court of law with respect to that affects the Project Land or Real Estate Project except those disclosed in the title report herein;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project— and 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 Real Estate Project, Project Land, Sale Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Sale Land Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Real Estate Project and the said Apartment Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment Plot to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance transfer deed of the structure to the association of allottees society, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure Real-estate Project to the Association of the Allottees society;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project

Real Estate Project to the competent Authorities **upto the handover thereof**;

- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Project Land and/or the **Real Estate** Project except those disclosed in the title report.

16.22. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:-

- i. 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.
- ii. 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.
- iii. 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 Promoter 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.

- iv. 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 Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company or association.
- v. 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.
- vi. 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 i.e. Real Estate Project.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, 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.
- viii. 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.

- ix. 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 Promoter under this Agreement are fully paid up ~~or without the prior No Objection of the Promoter~~.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation ~~or Association~~ 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 Real Estate Project~~ 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/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building ~~i.e. Real Estate Project~~ and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society/~~Association~~, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the ~~said building~~ ~~Real Estate Project~~ or any part thereof to view and examine the state and condition thereof.

~~x. Not to affix any fixtures or grills on the exterior of the Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Apartment. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter~~

xi. Not to install a window air-conditioner within or outside the said Apartment.

xii. The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project.

xiii. Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the Real Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate etc. or any common areas, facilities and amenities.

xiv. The Allottee is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee's convenience, if required. Expenses incurred for the same will be charged in the maintenance bill till the water connection is received. The water connection from the appropriate authority shall be subject to availability and the rules, regulations and bye laws of such appropriate authority and the Promoter shall not be held responsible for the same. Expenses incurred for the same will be charged in the maintenance bill till the water connection is received. The Allottee shall not raise any objection and or claims about the unavailability of supply of water from the appropriate authority and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience.

xv. The Allottee shall not object to, protest or obstruct in the execution of work and construction on the Project Land/Sale Land as contemplated herein.

xii. Till a conveyance of the Sale Land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and equipment etc. others, at all reasonable times, to enter into and upon the Project Land/Sale Land or any part thereof to view undertake construction and examine the state and condition thereof.

~~17-23.~~ The Promoter shall maintain a separate account in respect of sums received by the Promoter 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 company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

24. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment ~~or of the said Plot~~ and Building viz. Real Estate Project 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 Promoter until the said structure of the building Real Estate Project is transferred to the Society/Limited Company or other body and until the Project Land is transferred to the Apex Body /Federation as hereinbefore mentioned.

25. ~~In case the Allottee is a non-resident/ foreign national of Indian Origin, then in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control laws and guidelines issued by the Reserve Bank of India, the Allottee alone shall be liable for any action under the Foreign Exchange Management, 1999, or any other statutory modifications or re-enactments thereto and other applicable laws. The Allottee does hereby indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever~~

~~18-26.~~ PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the ~~said Apartment~~ and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such ~~said Apartment~~. ~~The Promoter, however, shall be entitled to mortgage all unsold apartments, the Project Land, any portion of Larger Land and securitise the Total Price payable by the Allottee under this Agreement (or any part thereof), in favour of any bank/financial institution/creditor as may be permitted under law~~

~~19-27.~~ BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter 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 Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee 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.

~~20-28.~~ 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~~ Real Estate Project/Whole Project, as the case may be.

~~21-29.~~ RIGHT TO AMEND

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

22-30. 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/Plot, in case of a transfer, as the said obligations go along with the said Apartment/Plot for all intents and purposes.

23-31. 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.

24-32. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVERREFERRED 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/Plot to the total carpet area of all the Apartments/Plots in the Real Estate Project.

25-33. 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.

26-34. 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 Allottee, in _____ after the Agreement is duly executed by the Allottee 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 _____.

27-35. The Allottee and/or Promoter 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, 1908 and the Promoter will attend such office and admit execution thereof.

28-36. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

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

M/s _____ Promoter name
_____ (Promoter Address)
Notified Email ID: _____

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

37. Allottee has agreed to purchase the said Apartment based on the unfettered and vested rights of the Promoter in this regard. The disclosures as regards the Real Estate Project Whole Project, Project Land, Sale Land, Larger Land, its development/future development are binding upon both parties.

29-38. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter 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.

30-39. STAMP DUTY AND REGISTRATION:-

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

31-40. 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 **Maharashtra Real Estate Regulatory Authority** as per the provisions of the **Real Estate (Regulation and Development) Act, 2016, said Act and the Rules and Regulations, there under.** **Parties shall not indulge or undertake any defamatory steps against each other in the event that any dispute arises inter-se between them.**

41. **WAIVER:-**

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

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 **established under the said Act** will have the jurisdiction for this Agreement

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

First Schedule Above Referred to

(Description of the ~~freehold/leasehold land and all other details~~ Larger Land)

All that piece and parcel of land bearing Survey No.64 Hissa No.2, Survey No.66 Hissa No.2, 67 Hissa No.1, Survey No.67 Hissa No.2(1), Survey No.67 Hissa No.2(2), Survey No.67 Hissa No.4, Survey No.68 Hissa No.1A, Survey No.68 Hissa No.1B, Survey No.68 Hissa No.2, Survey No.68 Hissa No.4, Survey No.69, Survey No.70 Hissa No.1, Survey No.70 Hissa No.2, Survey No.71 Hissa No.2, Survey No.71 Hissa No.3, Survey No.71 Hissa No.4, Survey No.72 Hissa No.1A, Survey No.72 Hissa No.1B, Survey No.72 Hissa No.3, Survey No.76 Hissa No.1, Survey No.76 Hissa Nos.2 (1) , Survey No.76 Hissa Nos.2 (2), Survey No.77 Hissa No.1, Survey No.77 Hissa No.2, Survey No.79 Hissa No.3, Survey No.86 Hissa No.1, Survey No.86 Hissa No.2, Survey No.88, Survey No.89 Hissa No.1, Survey No.89 Hissa No.2, Survey No.90, Survey No.91 Hissa No.3 and Survey No.99 Hissa No.2. admeasuring about 1,57,450 square meters in the aggregate situate, lying and being at Village - Rohinjan, Taluka - Panvel, District - Raigad

Second Schedule Above Referred to

~~Here set out the nature, extent and description of common areas and facilities.~~

(Part A-Description of the Sale Land)

A portion of the Larger Land bearing Survey Nos. 69 (part), Survey No.70 Hissa No.1, Survey No.70 Hissa No.2, Survey No.71 Hissa No.2, Survey No.71 Hissa No.3, Survey No.71 Hissa No.4, Survey No.72 Hissa No.1A, Survey No.72 Hissa No.1B, Survey No.72 Hissa No.3 (Part), Survey No.76 Hissa No.1, Survey No.76 Hissa Nos.2 (1)(Part), Survey No.76 Hissa Nos.2 (2)(Part), Survey No.77 Hissa No.1, Survey No.77 Hissa No.2(Part), Survey No.79 Hissa No.3(Part), Survey No.86 Hissa No.1, Survey No.86 Hissa No.2, Survey No.88, Survey No.89 Hissa No.1, Survey No.89 Hissa No.2, Survey No.90, and Survey No.91 Hissa No.3, admeasuring about 1,04,039.56 square meters or thereabouts situate, lying and being at Village – Rohinjan, Taluka – Panvel and District Raigad.

(Part B- Description of the Rental Housing Plot)

A portion of the Larger Land bearing Survey No.64 HissaNo.2, Survey No.67 Hissa No.1(Part), Survey No.67 Hissa No.2(1)(Part), Survey No.67 Hissa No.2(2)(Part), Survey No.67 Hissa No.4(Part), Survey No.68 Hissa No.1A, Survey No.68 Hissa No.1B, Survey No.68 Hissa No.2, Survey No.68 Hissa No.4(Part), Survey No.69 (Part) and Survey No.99 Hissa No.2. admeasuring

34,679.85 square meters or thereabouts situate, lying and being at Village - Rohinjan, Taluka – Panvel and District – Raigad.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on

Please affix
photograph an
sign across the
photograph

Please affix
photograph an
sign across the
photograph

in the presence of WITNESSES:

1. Name _____

Signature

2. Name _____

Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

(Authorized Signatory) WITNESSES:

Name _____

Signature _____

Name _____

Signature

Please affix
photograph an
sign across the
photograph

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

ANNEXURE “A”

**LIST OF AGREEMENTS VIDE WHICH THE OWNER IS SEIZED AND
POSSESSED OF AND ABSOLUTELY ENTITLED TO DEVELOP THE LARGER
LAND**

SCHEDULE ~~ANNEXURE “BA”~~

**PLEASE INSERT DESCRIPTION OF THE {APARTMENT/PLOT} AND
THEGARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH
BOUNDARIES IN
ALL FOUR DIRECTIONS
AUTHENTICATED COPY OF PLAN OF THE LARGER LAND DELINEATED
WITH BOUNDARY LINES SHOWING THE LARGER LAND (HATCHED IN
BOLD BLACK COLOUR BOUNDARY LINE), SALE LAND (HATCHED IN BLUE
COLOUR BOUNDARY LINE) AND THE RENTAL HOUSING PLOT (HATCHED
IN GREEN COLOUR BOUNDARY LINE)**

SCHEDULE ~~ANNEXURE ‘B’C’~~

**FLOOR PLAN OF THE APARTMENT
AUTHENTICATED COPY OF THE CONSTRUCTION PERMISSION**

ANNEXURE “D”

**DETAILS OF MORTGAGES AND LITIGATIONS IN RESPECT OF THE
LARGER LAND**

ANNEXURE “E”

**AUTHENTICATED COPY OF THE REGISTRATION CERTIFICATE OF THE
PROJECT GRANTED BY THE REAL ESTATE REGULATORY AUTHORITY**

ANNEXURE “F” AND “F1”

**TITLE REPORT AND AUTHENTICATED COPY OF VII AND XII EXTRACT IN
RESPECT OF THE LARGER LAND OR ANY OTHER REVENUE RECORD
SHOWING NATURE OF THE TITLE OF THE**

ANNEXURE “G”

**AUTHENTICATED COPIES OF THE PLANS OF THE LAYOUT AS APPROVED
BY THE CONCERNED LOCAL AUTHORITY**

ANNEXURE “H”

**AUTHENTICATED COPIES OF THE PLANS OF THE LAYOUT AS PROPOSED
BY THE PROMOTER AND ACCORDING TO WHICH THE CONSTRUCTION OF**

THE BUILDINGS AND OPEN SPACES ARE PROPOSED TO BE PROVIDED
FOR THE WHOLE PROJECT

ANNEXURE "I"

AUTHENTICATED COPIES OF THE PLANS AND SPECIFICATIONS OF THE
APARTMENT AGREED TO BE PURCHASED BY THE ALLOTTEE AS
APPROVED BY THE CONCERNED LOCAL AUTHORITY Plan Copy can be
attached specifications No Difference between K and L

ANNEXURE "J"

AUTHENTICATED COPY OF FLOOR PLAN

ANNEXURE "M"

EXCLUSIVE OTHER AREAS IN THE APARTMENT SUCH AS NICHE
FLOWER BED, CUPBOARD SPACE, BALCONIES, ETC SHOWN HATCHED IN
RED COLOR LINES ON THE PLAN

ANNEXURE "N"

REFUGE AREA/ BALCONY SHOWN HATCHED IN PINK COLOR LINES ON
THE PLAN

ANNEXURE "O"

SERVICE AREAS ABUTTING THE SAID APARTMENT SHOWN HATCHED IN
GREEN COLOR LINES ON THE PLAN

ANNEXURE "K"

SPECIFICATION AND AMENITIES FOR THE BUILDING/ APARTMENT

ANNEXURE - []

Name of the Attorney at

Law/Advocate,

Address :

Date :

No.

RE.:

Title Report

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place:

Dated day of 20.....

(Signed)

Signature of Attorney at

Law/Advocate

ANNEXURE - []

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE - []

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

ANNEXURE - []

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

ANNEXURE - []

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE - []

(Specification and amenities for the Apartment).

ANNEXURE - []

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

Received of and from the Allottee above named the sum of Rupees on
execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s.