

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Vashi, Navi Mumbai, on this day of **2017** BETWEEN **M/s. MAHAAVIR IMPEX** a Partnership firm registered under Indian Partnership Act 1932, Permanent Account No. **AAQFM5730K**, having its registered office at 66 & 67, Mahavir Center, Plot No.77, Sector No.17, Vashi, Navi Mumbai – 400 703, hereinafter referred to as **"the Developers"** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the partner or partners for the time being of the said firm the survivor or survivors of them and the heirs, executors and administrators of such survivor(s) and his/ her/ their assigns) of **ONE PART**

AND

Mr. (**PAN -**) &
Mrs. (**PAN -**),
 both Adults, Indian Inhabitants, residing at.....,
 hereinafter referred to as **"the Purchaser(s)"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the **OTHER PART**

WHEREAS:-

- A.** Mr. Narayan Ramchandra Hajari (hereinafter referred to as “**the Original Owner No.1**”) was the sole owner of or otherwise well and sufficiently entitled to all that piece and parcel of agricultural land bearing Survey No.1, Hissa No.1/B, admeasuring about 0H-55R-30P with Pot Kharaba admeasuring about 0H-02R-40P in the aggregate admeasuring about 0H-57R-70P, lying being and situate at Village - Ghot, Taluka - Panvel, District - Raigad (hereinafter referred to as “**the Land No.1**”)

- B.** By its Order dated 20th June 2015, bearing Reference No. Tenancy/Kat-2/Token No.10962/2015, the Collector of District Raigad inter alia granted his permission under Section 63 of Bombay Tenancy and Agricultural Lands Act, 1948 (hereinafter referred to as “**the said Act**”) to the Original Owner No.1 to sell portion of the Land No.1, admeasuring about 41.7 Gunthas (hereinafter referred to as “**the Plot No.1**”) to the Developers upon the terms and conditions contained therein

- C.** By a Sale Deed dated 4th July 2015 entered between the Original Owner No.1 of the One Part and the Developers of the Other Part, duly registered with the Sub-Registrar of Assurances, Panvel-3, under Serial No.PVL3-3950-2015, the Original Owner No.1 sold, transferred and assigned all his right, title and interest in the Plot No.1 to the Developers for the consideration and upon terms and conditions contained therein

- D.** By Mutation Entry No.1471 the name of the Developers was recorded as the owner of the Plot No.1 in the revenue records pertaining to the Land No.1

- E.** Pursuant to purchase of the Plot No.1 by the Developers from the Original Owner No.1, the Land No.1 was subdivided into two parts being Survey No.1, Hissa No.1/B/1 and Survey No.1,Hissa No.1/B/2, of which the Plot No.1 was assigned the number of Survey No.1, Hissa No.1/B/1 while the remaining part of the Land No. 1 was assigned the number Survey No. 1, Hissa No. 1/B/2 in the revenue records as per Mutation Entry No.1483
- F.** Mr. Yadu Atmaram Patil, Mr. Savlaram Atmaram Patil, Mr. Balaram Dattu Patil, Mr. Bhagwan Dattu Patil, Mr. Gotiram Dattu Patil, Mr. Pintya Dattu Patil (hereinafter collectively referred to as **“the Original Owners No.2”**) were the joint owners of or otherwise well and sufficiently entitled to all that piece and parcel of agricultural land bearing Survey No.1, Hissa No.1/C, admeasuring about 0H-42R-10P with Pot Kharaba, admeasuring about 0H-02R-10P in the aggregate admeasuring about 0H-44R-20P, lying being and situate at Village - Ghot, Taluka - Panvel, District - Raigad (hereinafter referred to as **“the Land No.2”**) and which is adjacent to the Land No. 1
- G.** By its Order dated 24th July 2015, bearing Reference No. Tenancy/Kat-2/Token No.10985/2015, the Collector of District Raigad inter alia granted his permission under Section 63 of the said Act to the Original Owners No.2 to sell portion of the Land No.2, admeasuring about 28.2 Gunthas (hereinafter referred to as **“the Plot No.2”**) to the Developers upon the terms and conditions contained therein
- H.** By a Sale Deed dated 25th August 2015 entered between the Original Owners No.2 of the One Part and the Developers of the Other Part, duly registered with the Sub-Registrar of Assurances, Panvel-2, under Serial No. PVL2-7127-2015, the Original Owners No.2 sold, transferred and assigned

all their right, title and interest in the Plot No.2 to the Developers for the consideration and upon terms and conditions contained therein

- I. By Mutation Entry No.1473 the name of the Developers was recorded as the owner of the Plot No.2 in the revenue records pertaining to the Land No.2

- J. Pursuant to the purchase of the Plot No.2 by the Developers from the Original Owners No.2, the Land No.2 was subdivided into two parts being Survey No.1, Hissa No.1/C/1 and Survey No.1 Hissa No.1/C/2 and the Plot No.2 was assigned the number of Survey No.1, Hissa No.1/C/1 and the remaining part of the Land No. 2 was assigned the number Survey No. 1. Hissa No. 1/C/2 in the revenue records as per Mutation Entry No.1486

- K. Mrs. Sangita Ramesh Patil, Mr. Jitesh Ramesh Patil, Mr. Nitesh Ramesh Patil, Mr. Ritesh Ramesh Patil, Mr. Vilas Kaluram Patil, Mr. Ashok Kaluram Patil, Mr. Navin Balaram Patil, Mr. Haresh Balaram Patil (hereinafter collectively referred to as "**the Original Owners No. 3**") were the joint owners of or otherwise well and sufficiently entitled to all that piece and parcel of agricultural land bearing Survey No.66, Hissa No.9, admeasuring about 0H-21R-70P with Pot Kharaba, admeasuring about 0H-01R-5P, aggregate admeasuring about 0H-23R-2P, lying being and situate at Village - Ghot, Taluka - Panvel, District - Raigad (hereinafter referred to as "**the Plot No.3**") and which is adjacent to the Land No. 1

- L. By its Order dated 29th May 2014, bearing Reference No. Tenancy/Kat-2/Token No.10988/2014, the Collector of District Raigad inter alia granted his permission under Section 63 of the said Act to the Original Owners No.3

to sell the Plot No.3 to M/s. Arihant Ashiyana Pvt. Ltd. (hereinafter referred to as **“the said Arihant”**) upon the terms and conditions contained therein

- M.** By a Sale Deed dated 17th June 2014 entered between the Original Owners No.3 of the One Part and the said Arihant of the Other Part, duly registered with the Sub-Registrar of Assurances, Panvel-3, under Serial No.PVL3-3614-2014, the Original Owners No.3 sold, transferred and assigned all their right, title and interest in the Plot No.3 to the said Arihant for the consideration and upon terms and conditions contained therein
- N.** By Mutation Entry No.1440 the name of the said Arihant was recorded as the owner of the Plot No.3 in the revenue records
- O.** By its Order dated 14th December 2015, bearing Reference No. Tenancy/Kat-2/Token No.11638/2015, the Collector of District - Raigad inter alia granted his permission under Section 63 of the said Act to the said Arihant to sell the Plot No.3 to the Developers upon the terms and conditions contained therein
- P.** By a Sale Deed dated 28th December 2015 entered between the said Arihant of the One Part and the Developers of the Other Part, duly registered with the Sub-Registrar of Assurances, Panvel-2, under Serial No.PVL2-11003-2015, the said Arihant sold, transferred and assigned all its right, title and interest in the Plot No.3 to the Developers for the consideration and upon terms and conditions contained therein
- Q.** The Plot No.1, the Plot No.2 and the Plot No.3 are contiguous land (the Plot No.1, the Plot No.2 and the Plot No.3 are hereinafter collectively referred to

as “**the said Plot**” and more particularly described in the First Schedule herein underwritten)

- R.** In the manner recited herein above the Developers are the owners of and in possession and occupation of the said Plot
- S.** In order to develop the said Plot by constructing thereon buildings comprising of residential units, the Developers submitted a proposal(s) along with the plans and specifications to the Collector of District – Raigad for obtaining his permission and approval
- T.** By its Order dated 30th September 2016, bearing Reference No. MaSha/L.N.A.1(A)/S.R.298/2015, the Collector of District - Raigad by exercising the powers conferred upon him under Section 42 and 44 of Maharashtra Land Revenue Code, 1966 and the provisions of the Maharashtra Regional Town Planning Act, 1966 sanctioned the plans and specifications of three buildings consisting of ground plus four upper floors to be constructed by the Developers on the Plot No.1 and the Plot No.2 and inter alia permitted the Developers to construct the buildings on the Plot No.1 and the Plot No.2 by utilizing FSI of 6781.28 sq.mtrs. of the available 9310 sq.mtrs. FSI leaving a balance of 2528.72 sq.mtrs. FSI available for the benefit of the Developers and upon other terms and conditions contained therein A copy of Order dated 30th September 2016, bearing Reference No. MaSha/L.N.A.1(A)/S.R.298/2015 passed by the Collector of District Raigad is annexed hereto and marked **Annexure “A”** and the authenticated copies of the layout of three buildings consisting of ground plus four upper floors to be constructed by the Developers on Plot No.1 and the Plot No.2 are annexed hereto and marked as **Annexure “B”**

- U.** The Developers have informed the Purchaser/s that they intend to carry out development in two or more phases and the Phase I of the development is in respect of FSI of 6781.28 sq.mtrs. out of the available 9310 sq.mtrs. granted by the Collector of District Raigad by his Order dated 30th September 2016, bearing Reference No. MaSha/L.N.A.1(A)/S.R.298/2015 passed by the Collector of District Raigad, **Annexure “A”** hereto mentioned above and the other phase or phases shall be in respect of the balance FSI of 2,528.72 sq.mtrs. available as aforesaid which the Developers shall utilize later on any available area on the said Plot after obtaining permission from the concerned authorities or any incremental FSI which may be available due to change in FSI norms or any additional FSI arising out of acquiring adjacent plots of land and amalgamating them with the said Plot
- V.** The entire project of the buildings to be constructed in Phase I of the said Plot shall be known as **"MAHAAVIR MAJESTY"** (*hereinafter referred to as “the said Project”*) and the individual buildings shall be given different names as the said Project is being developed
- W.** A copy of Certificate of Title issued by Advocates GP LAW & ASSOCIATES, Advocates and Solicitors is annexed hereto and marked as **Annexure “C”**
- X.** The Developers have entered into a standard agreement with Architect **ERY SPACES** and Structural Engineer and/or may engage some other Architect in respect of the said Project in the future and enter into an agreement with such Architect and Structural Engineer.

- Y. The Purchaser/s approached the Developers in order to purchase a Flat in the building being constructed by the Developers on the said Plot and in respect thereof demanded from the Developers and the Developers have given to the Purchaser(s) inspection of all the documents of title relating to the said Plot and the plans, designs and specifications prepared by the Architect & Engineers **ERY SPACES** and Title Certificate issued by the **Advocates and Solicitors GP LAW & ASSOCIATES** and all such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the Real Estate Act**”) and the Rules and Regulations made there under and has satisfied himself/herself about the title of the Developers to the said Plot and its right to develop the same. The Purchaser(s) hereby declares that he/she has satisfied himself / herself about the title of the Developers to the said Plot and declares that he/she shall not be entitled to raise any objection or requisition to the same or any matter relating to the title or otherwise whatsoever.
- Z. Upon satisfying himself / herself / themselves about the nature of title of the Developers in the said Plot, the plans and specifications and the amenities being offered by the Developers, the Purchaser(s) offered the Developers to sell to her/him/them **Flat** No, on the **Floor**, of the building being constructed by them on the said Plot in the building project to be known as “**MAHAAVIR MAJESTY**” admeasuring about sq.mtrs. carpet area and more particularly described in the Second Schedule hereunder written (hereinafter referred to as “**the said Unit**”) for the consideration of Rs...../- (Rupees Only) which offer has been accepted by the Developers. The authenticated copies of the plans and specifications of the said Unit agreed to be purchased by the Purchaser/s as sanctioned and approved by the Collector

of District – Raigad are annexed and marked as **Annexure “D” hereto**. A List of Amenities to be provided by the Developers in the said Unit are set out in **Annexure “E” hereto**.

AA. The Purchaser/s also agrees that the total consideration above excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Unit.

AB. The Developers has registered the said Project under the Real Estate Act with the Real Estate Regulatory Authority (hereinafter referred to as “**the said Authority**”) under Registration No. _____

AC. Under Section 13 of the Real Estate Act, the Developers are required to execute a written Agreement for sale in respect of the said Unit with the Purchaser/s being in fact these presents and also to register the said Agreement under the Indian Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement for Sale and as mutually agreed upon by and between the parties, the Developers hereby agree to sell and the Purchaser/s hereby agree/s to purchase the said Unit.

AD. The carpet area of the said Unit means net usable floor area of the said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Purchaser/s but includes the area covered by the internal partition walls of the said Unit.

AE. The parties hereto are desirous of recording the terms and conditions of the sale of the said Unit by the Developers to the Purchaser/s in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1. DEVELOPMENT OF THE SAID PLOT:

The Developers shall construct buildings on all that piece and parcel of land bearing Survey No.1, Hissa No.1/B/1, Survey No.1, Hissa No.1/C/1 and Survey No.66, Hissa No.9, aggregate admeasuring about 9310 sq.mtrs., lying being and situate at Village-Ghot, Taluka-Panvel, District – Raigad and more particularly described in the First Schedule herein under written (hereinafter referred to as “**the said Plot**”) in accordance with the plans, designs and specifications approved and sanctioned by the Collector of District Raigad and which the Purchaser(s) herein has seen and approved. The Purchaser(s) hereby agrees to any variations, modifications and additions, made in plans, design and layout by the Developers who deem them necessary and proper for construction and approved by the Collector of District - Raigad, Town Planning Officer, the concerned Municipal Authorities and/or other authorities from time to time. The Purchaser/s hereby gives his No Objection to any variation, modification and additions made in the plans, design and layout by the Developers in the said Project (defined below) and/ or other phase or phases which does not affect the his/her/their area of the said Unit and/ or any reduction in the common amenities.

2. THE SAID PROJECT/ THE SAID UNIT:

The Purchaser(s) hereby agrees to purchase and acquire **Flat** No....., on **Floor**, of the building being constructed by the Developers on the said Plot in the building project to be known as “**MAHAAVIR MAJESTY**” (hereinafter referred to as “**the said Project**”), admeasuring sq.mtrs. carpet area and more particularly described in the Second Schedule hereunder written (hereinafter referred to as “**the said Unit**”) on the terms and conditions hereinafter appearing. The internal design of the said Unit is as per the drawings of plans shown and verified by the Purchaser(s), which are annexed herewith and marked **Annexure “D”**. It is clarified that the dimensions indicated in plans are the area of the unfinished dimensions between all the walls of the said Unit, including door jams area.

3. APPLICABILITY OF THE PROVISIONS OF RERA:

- 3.1 This Agreement for Sale shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the Real Estate Act**”) or any amendment therein or re-enactment thereof for the time being in force.
- 3.2 The Purchaser/s has/have, prior to execution of this Agreement acquainted themselves with all the facts as to the nature of the right and title of the Developers in the said Plot and/or the said Unit. The Purchaser/s has/have no further requisitions or objections on any matter relating thereto.

4. CONSIDERATION / TAXES / SCHEDULE OF PAYMENT / TIME BEING THE ESSENCE:

- 4.1 The Purchaser/s agree/s to purchase from the Developers and the Developers hereby agrees to sell to the Purchaser/s the said Flat No. on Floor, admeasuring carpet area of Sq.mtrs. for the total consideration of **Rs...../- (Rupees only)**. In addition the Purchaser/s entitled to common areas and facilities appurtenant to the said Unit, the nature, extent and description of the common areas and facilities which are more particularly described in the **Third Schedule** herein under written and the adjoining enclosed balconies admeasuring built-up area of **sq.mtrs.** appurtenant to the said Unit without any extra consideration.
- 4.2 The Purchaser/s hereby agrees to purchase from the Developers and the Developers hereby agrees to sell to the Purchaser/s 1 (one) covered parking spaces situated at stilt being constructed in the layout for the consideration of Rs...../-.
- 4.3 The total aggregate consideration amount for the said Unit including covered parking spaces is thus Rs...../- (Rupees only).
- 4.4 The Purchaser/s has paid on or before execution of this Agreement for Sale a sum of **Rs...../- (Rupees only)** (not exceeding 10% of the total consideration) as advance payment and hereby agrees to pay to the Developers the balance amount of **Rs...../- (Rupees only)** in the following manner:-

i)	After the execution of Agreement	: Rs...../-
ii)	On Completion of the Plinth	: Rs...../-
iii)	On Completion of the 1 st Slab	: Rs...../-
iv)	On Completion of the 2 nd Slab	: Rs...../-
v)	On Completion of the 3 rd Slab	: Rs...../-
vi)	On Completion of the 4 th Slab	: Rs...../-
vii)	On Completion of the 5 th Slab	: Rs...../-
viii)	On Completion of the Brick work and Inner Plaster	: Rs...../-
ix)	On Completion of the RCC work	: Rs...../-
x)	On Completion of External Plaster	: Rs...../-
xi)	On Completion of the Flooring and Tiling Work	: Rs...../-
xii)	On Completion of the Doors and Windows Work	: Rs...../-
xiii)	On Possession	: Rs...../-

4.5 The total consideration above excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Unit.

4.6 The total consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developers undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developers 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 Purchaser/s which shall only be applicable on subsequent payments.

- 4.7 The Developers shall confirm the final carpet area that has been allotted to the Purchaser/s 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 Developers. If there is any reduction in the carpet area within the defined limit then Developers shall refund the excess money paid by the Purchaser/s within thirty days with annual interest at the rate specified in the Rules as applicable to the State of Maharashtra framed under the Real Estate Act from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area of the said Unit, the Developers shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4.1 of this Agreement for Sale.
- 4.8 The Purchaser/s authorizes the Developers 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 Developers may in their sole discretion deems fit and the Purchaser/s undertakes not to object/demand/direct the Developers to adjust his payments in any manner.
- 4.9 The Purchaser/s shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to the Developers within seven 07 days of such deduction is made.
- 4.10 Provided that the receipt for the payment made shall be issued by the Developers only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Developers or

in the account as Developers subsequently intimated to the Purchaser/s and the TDS certificate is received by the Developers from the Purchaser/s.

- .4.11 Time is essence for the Developers as well as the Purchaser/s. The Developers shall abide by the time schedule for completing the project and handing over the possession of the said Unit to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under this Agreement for Sale subject to the simultaneous completion of construction by the Developers as provided in clause 4.4 herein above.

5. FLOOR SPACE INDEX (FSI)/ DEVELOPMENT IN PHASES:

- 5.1 The Developers hereby declares that the Floor Space Index available as on date in respect of the said Plot is 9,310 sq.mtrs. only and the Developers has planned to carry out development in two or more phases and the Phase I of the development is in respect of FSI of 6781.28 sq.mtrs. outof the available 9310 sq.mtrs. granted by the Collector of District Raigad by his Order dated 30th September 2016, bearing Reference No.MaSha/L.N.A.1(A)/S.R.298/2015 passed by the Collector of District Raigad, **Annexure "A"** hereto mentioned above and the other phase or phases shall be in respect of the balance FSI of 2,528.72 sq.mtrs. available as aforesaid which the Developers shall utilize later on any available area on the said Plot after obtaining permission from the concerned authorities or any incremental FSI which may be available due to change in FSI norms or any additional FSI arising out of acquiring adjacent plots of land and amalgamating them with the said Plotand the

Purchaser/s has agreed to purchase the said Unit based on the proposed construction and sale of units to be carried out by the Developers by utilizing the above FSI and on the understanding that the above FSI shall belong to the Developers only.

- 5.2 The Developers shall be entitled to develop and/ or amalgamate adjacent plots purchased/ acquired by the Developers in whatsoever legal manner prior to the completion of development of the said Plot and sell, dispose off and/ or deal with the units in such development as it deems it fit.
- 5.3 The Developers shall be entitled to make provisions in respect of use of the common amenities by proposed purchaser/s of the development and/or amalgamation of adjacent plots mentioned in Clause 5.2 above along with the Purchaser/s and the Society of the purchaser/s of units in the Project Provided that the Developers shall not develop the adjacent plots aforesaid to reduce the area of the said Unit or reduce the amenities to be provided by the Developers as mentioned herein Provided further that in order to enable optimum utilization of amenities and common spaces by all the purchaser/s of units in the Project as well as the adjacent plots and/ or amalgamated plots, the Developers shall be entitled to build new roads or remove roads planned in the present or future plan in the Project, enter into an agreement of right of way or other easementary right with the society with regard to the adjacent plots and/ or amalgamated plots or plan the layout in the Project and/ or the adjacent plots and/or the amalgamated plots in such manner as may be aesthetically as well as commercially feasible.
- 5.4 The Purchaser/s hereby gives his unconditional consent to the Developers with regard to the further development that will be carried out by the Developers mentioned in Clauses 5.2 and 5.3.

6. CONSEQUENCES OF DELAY BY DEVELOPERS OR PURCHASER/S

- 6.1 If the Developers fails to abide by the time schedule for completing the Project and handing over the possession of the said Unit to the Purchaser/s, the Developers agrees to pay to the Purchaser/s, who does not intend to withdraw from the said Project, interest as specified in the Rules framed under the Real Estate Act as applicable to the State of Maharashtra (hereinafter referred to as "**the said Rule**"), on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession of the said Unit. The Purchaser/s agrees to pay to the Developers, interest as specified in the said Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Developers under the terms of this Agreement for Sale from the date the said amount is payable by the Purchaser/s to the Developers.

7. DEFAULT BY PURCHASER/S:

- 7.1 Without prejudice to the right of Developers to charge interest in terms of sub-clause 6.1 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developers under this Agreement for Sale (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Developers may at their sole option, be entitled to terminate this Agreement for Sale Provided that the Developers shall give notice of fifteen days in writing to the Purchaser/s by Registered Post A.D. at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s of its intention to terminate this Agreement for Sale and of the specific breach or breaches of terms and conditions in respect of which it intends to terminate this Agreement for Sale. If the Purchaser/s fails to rectify the breach or breaches mentioned by the

Developers within the period of notice then at the end of such notice period, the Developers shall be entitled to terminate this Agreement for Sale Provided further that upon termination of this Agreement for Sale as aforesaid, the Developers shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Developers) within a period of thirty days of the termination, the installments of sale consideration of the said Unit which may till then have been paid by the Purchaser/s to the Developers.

8. CANCELLATION/TERMINATION OF AGREEMENT:

- 8.1 If the Purchaser/s requests the Developers to cancel this Agreement for any reason whatsoever and offers to surrender the said Unit, the Developers may at its option accept the offer of surrender by the Purchaser/s pursuant to which the Developers shall be entitled to forfeit 10% of the total consideration amount payable by the Purchaser/s to the Developers to purchase the said Unit under this Agreement and shall refund to the Purchaser/s the balance amount, if any, remaining, from the amounts paid by the Purchaser/s to the Developers under this Agreement (excluding statutory amounts) to the Purchaser/s (but without any interest, compensation, damages or costs) after the Developers sells the said Unit to any other prospective buyer and receives the entire consideration from the prospective buyer Provided that in the event the amount required to be forfeited by the Developers as aforesaid is more than the amount paid by the Purchaser/s to the Developers, then the Purchaser/s shall pay the amount fallen short within 7 days from cancellation of this Agreement.
- 8.2 In the event the Developers terminates this Agreement in terms of Clause 7.1 on account of failure of the Purchaser/s to rectify the breaches committed by him/her/them, then the Developers shall be entitled to forfeit

10% of the total consideration amount payable by the Purchaser/s to the Developers to purchase the said Unit under this Agreement as and by way of liquidated damages in addition to receiving interest from the Purchaser/s as stated in the above Clause 6.1.

9. FIXTURES AND FITTINGS:

- 9.1 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Developers in the said Unit as are set out in **Annexure 'E'**, annexed hereto.

10. POSSESSION:

- 10.1 The Developers shall give possession of the said Unit to the Purchaser/s on or before 31st day of December 2019. If the Developers fails or neglects to give possession of the said Unit to the Purchaser/s by the aforesaid date then the Developers shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Unit with interest at the same rate as may mentioned in the clause 6.1 herein above from the date the Developers received the sum till the date the amounts and interest thereon is repaid Provided that the Developers shall be entitled to reasonable extension of time for giving delivery of the possession of the said Unit on the aforesaid date, if the completion of building in which the said Unit 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.
- 10.2 Procedure for taking possession- The Developers upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the said Unit to the Purchaser/s in terms of this Agreement to be taken within 2 (two months) from the date of issue of such notice and

the Developers shall give possession of the said Unit to the Purchaser/s. The Developers agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developers. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Developers or association of said Purchaser/s, as the case may be. The Developers on his behalf shall offer the possession to the said Purchaser/s in writing within 7 days of receiving the occupancy certificate of the said Project.

- 10.3 Failure of the Purchaser/s to take Possession of said Unit: Upon receiving a written intimation from the Developers as per clause 10.2, the Purchaser/s shall take possession of the said Unit from the Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developers shall give possession of the said Unit to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause 10.2 such Purchaser/s shall continue to be liable to pay maintenance and other charges, taxes and other amounts demanded by the Developers along with interest thereon as may be fixed by the Developers.
- 10.4 On getting the Occupancy Certificate, the Developers may handover possession of the said unit to the Purchaser/s even though electricity and water supply have not commenced by the respective by the respective competent authorities. The Purchaser/s shall not be entitled to raise any claim/ demand on the Developers for the delay in getting the supply of electric and water. On the Developers offering possession of the said unit to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

11. STRUCTURAL DEFECTS OF WORKMANSHIP OR SERVICE

- 11.1 If within a period of five years from the date of handing over the said Unit to the Purchaser/s, the Purchaser/s brings to the notice of the Developers any structural defect in the said Unit or the building in which the said Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developers at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developers, compensation for such defect in the manner as provided under the Real Estate Act Provided that the liability of the Developers under this Clause shall be payable only if no unauthorized construction has been carried out by the Purchaser/s or other purchasers of units in the building and/ or any other default committed by the Purchaser and/ or other purchasers of units in the building.

12. CAR PARKING:

- 12.1 The Purchaser/s shall use the garage or covered parking space (hereinafter referred to as “**Car Parking**”) agreed to be purchased by the Purchaser/s under these presents for purpose of keeping or parking vehicle only.
- 12.2 The location of the Car Parking is subject to final building plan approved by the concerned authorities at the time of granting occupancy certificate and the exact number and possession of the Car Parking shall be allotted at the time of handing possession of the said Unit.
- 12.3 The Purchaser/s undertakes and assures not to raise objection in case of change in the present location of the Car Parking provided under this Agreement.
- 12.4 The Purchaser/s shall not be allowed to allot/ transfer/let-out the Car Parking to any outsider/visitor.

- 12.5 The Purchaser/s shall not park his/its car/vehicle in any space except for his/their/its designated car parking space.

13. FORMATION OF SOCIETY/ASSOCIATION/LIMITED COMPANY/

CONVEYANCE:

- 13.1 The Purchaser/s along with other purchasers of units in the building shall soon after sale of 51% or more of units in the said Project, join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developers 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 bye-laws of the proposed Society and duly fill in, sign and return to the Developers within seven days of the same being forwarded by the Developers to the said Purchaser/s, so as to enable the Developers to register the common organization of the Purchaser/s. No objection shall be taken by the Purchaser/s 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 may be, or any other Competent Authority. Any delays in signing and handing over of documents by the Purchaser/s to the Developers shall not constitute default of the Developers and the prescribed time period shall stand extended accordingly. The Purchaser/s shall be liable to be expelled from the Society/ Association/ Limited Company if the Purchaser/s defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from the Developers shall be sufficient document.

- 13.2 The Developers shall, within three months after obtaining the occupancy certificate from the concerned authority of the building completed last in the said Project cause to be transferred to the Society or Association or Limited Company all the right, title and the interest of the Developers in the said Project save and except the unsold units in the Building, which the Developers shall be entitled to sell to third party purchasers and/ or deal with them in such manner as the Developers deem it fit.

14. MAINTENANCE OF SOCIETY/ ASSOCIATION/ LIMITED COMPANY

- 14.1 Within 15 days after notice in writing is given by the Developers to the Purchaser/s that the said Unit is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Plot 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 said Plot and building/s. Until Society/ Association/ Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the Developers such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s's share is so determined the Purchaser/s shall pay to the Developers provisional monthly contribution which shall be informed by the Developers to the Purchaser/s at the time of handing possession of the said Unit towards the outgoings or such incremental amount. The monthly contribution shall be payable in advance for such period as may be informed by the Developers to the Purchaser/s. The amounts so paid by the Purchaser/s to the Developers shall not carry any interest and remain with the Developers until a

conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid.

14.2 The Purchaser/s shall on or before delivery of possession of the said Unit keep deposited with the Developers, the following amounts:-

- (i) **Rs.700/-** for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
- (ii) **Rs.30,000/-** for formation and registration of the Society or Limited Company/Federation/Apex body.
- (iii) **Rs.15,000/-** for corpus fund in respect of the Society or Limited Company/Federation/ Apex body.

15. LEGAL COSTS/CHARGES/EXPENSES:

15.1 The Purchaser/s shall pay to the Developers a sum of **Rs.5,000/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Developers 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.

16. STAMP DUTY AND REGISTRATION CHARGES:

16.1 At the time of registration of conveyance or lease of the structure of the building and the said Plot, the Purchaser/s shall pay to the Developers, the Purchaser/s' 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.

17. UNSOLD UNITS IN SAID PROJECT:

- 17.1 The Developers shall be admitted as a member of the Society/ Association/ Limited Company in respect of unsold units upon registration of the Society/ Association/ Limited Company.
- 17.2 The Developers shall be entitled to sell the unsold units in the said Project without permission or consent of the Society/ Association/ Limited Company and the members of the Society/ Association/ Limited Company. The prospective Purchaser/s of such unsold units shall be admitted by the Society/ Association/ Limited Company as members and no objection shall be raised either by the Society/ Association/ Limited Company or the then members or the Society/ Association/ Limited Company.
- 17.3 The Purchaser/s or the Society/ Association/ Limited Company shall not be entitled to demand any transfer charges or any other sum of money by whatever name called for the transfer of the unsold units by the Developers to the prospective Purchaser/s from the Developers or the prospective Purchaser/s.
- 17.4 The Developers shall be entitled to car parking reserved for the unsold units by the Developers and the Society/ Association/ Limited Company or Purchaser/s shall not stake claim on such parking.
- 17.5 The unsold car parking spaces in the said Project shall be reserved for the unsold units of the Developers and the Developers shall be entitled to deal with such unsold car parking spaces as they deem fit and the Society/ Association/ Limited Company shall not object to the same.
- 17.6 The Developer shall be entitled to mortgage all or any of the unsold units in the said Project with financial institutions without any separate NOC from Society or the members of Society.
- 17.7 The Developers shall not be liable to pay any maintenance or common expenses in respect of the unsold and/or unused Unit in the said building before or after the formation of the Society/ Association/ Limited Company. The Developers shall, however, bear and pay the Municipal Taxes.
- 17.8 The Developers is entitled to all the rights of a member of Society/ Association/ Limited Company i.e. right to attend meetings, right to vote in the meeting etc. until they cease to be a member after selling all the unsold units or otherwise.

18. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS:-

18.1 The Developers hereby represents and warrants to the Purchaser/s as follows:

- i.) The Developers have clear and marketable title with respect to the said Plot as declared in the title report annexed to this Agreement and have the requisite rights to carry out development upon the said Plot and also has actual, physical and legal possession of the said Plot for the implementation of the said Project;
- ii.) The Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;
- iii.) There are no encumbrances upon the said Plot or the project except those disclosed in the title report;
- iv.) There are no litigations pending before any Court of law with respect to the said Plot or project except those disclosed in the title report;
- v.) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, the said Plot 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 said Project, the said Plot and said building/wing shall be obtained by following due process of law and the Developers has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, the said Plot, building/wing and common areas;

- vi.) The Developers have 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 Purchaser/s created herein, may prejudicially be affected;
- vii.) The Developers 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 said Plot, including the said Project and the said Unit which will, in any manner, affect the rights of the Purchaser/s under this Agreement;
- viii.) The Developers confirms that the Developers are not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s in the manner contemplated in this Agreement;
- ix.) At the time of execution of the conveyance/ assignment of lease of the structure and the said Plot to the association of Purchaser/s the Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Purchaser/s;
- x.) The Developers 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 to the competent Authorities;
- 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 Developers in respect of the said Plot and/or the project except those disclosed in the title report.

19. COVENANTS OF THE PURCHASER/S:

19.1 The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the said Premises may come, hereby covenants with the Developers as follows :-

- i.) To maintain the said Unit at the Purchaser/s' own cost in good and tenantable repair and condition from the date that of possession of the said Unit is taken and shall not do or suffer to be done anything in or to the building in which the said Unit 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 said Unit is situated and the said Unit itself or any part thereof without the consent of the local authorities, if required.
- ii.) Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature or any material prohibited under any law or are so heavy as to damage the construction or structure of the building in which the said Unit 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 said Unit is situated, including entrances of the building in which the said Unit is situated and in case any damage is caused to the building in which the said Unit is situated or the said Unit on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- iii.) To carry out at his/ her own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Developers to the Purchaser/s and shall not do or suffer to be done anything in or to the building in

which the said Unit is situated or the said Unit 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 Purchaser/s committing any act in contravention of the above provision, the Purchaser/s 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 said Unit 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 said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Unit is situated and shall keep the portion, sewers, drains and pipes in the said Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Unit 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 Unit.
- v.) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot and the building in which the said Unit 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 Unit in the compound or any portion of the said Plot and the building in which the said Unit is situated.
- vii.) Pay to the Developers within fifteen days of demand by the Developers, 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 said Unit 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 said Unit by the Purchaser/s for any purposes other than for purpose for which it is sold.
- ix.) The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Unit until all the dues payable by the said Purchaser/s to the Developers under this Agreement are fully paid up.
- x.) The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company 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 said Unit 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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the said Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xi.) Till a conveyance of the structure of the building and the said Plot in which said Unit is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Developers and his

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.

- xii.) For a period of five years after the handing over of the possession of the said Unit, the Purchaser/s shall not carry out any construction, alteration or addition in the said Unit Provided that in the event the Purchaser/ s carries out any construction, alteration or addition in the said Unit during the aforesaid period, then the Developer shall not be liable for any defect including any structural in workmanship, quality or provision of services or any other obligation of the Developer in terms of Section 14 of the RERA Act or any other law for the time being in force Provided further that the Purchaser/s shall be entitled to construct, alter or add anything in the said Unit after the period of five years aforesaid only after seeking permission from the concerned authorities and/ or as per law.
- xiii.) The Purchaser/s hereby gives his consent and/or no objection to the Developers to utilize the balance FSI of 2528.72 sq.mtrs. over the said Plot in such manner as the Developers deem it fit.
- xiv.) The Purchaser/s hereby gives his consent and/ or no objection to the Developers for developing and/ or amalgamating adjacent plots acquired by the Developers prior to the completion of development of the said Plot with the said Plot and selling, disposing off and/ or dealing with the units in such development as it deems it fit and the use of the common amenities by such proposed purchaser/s along the Purchaser/s Provided that the Developers shall not develop the adjacent plots aforesaid to reduce the area of the Unit or reduce the amenities to be provided by the Developers as mentioned herein

- xv. The Purchaser/s hereby gives his consent and/ or no objection to the Developers to form a common society/ association/ company for maintaining the development carried out over the said Plot and/ or the adjacent plots.

20. SEPARATE ACCOUNT:

- 20.1 The Developers shall maintain a separate account in respect of sums received by the Developers from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Society/ Association/ Limited Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

21. AGREEMENT TO PURCHASE UNIT:

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

22. MORTGAGE/ CHARGE:

- 22.1 After the Developers executes this Agreement he shall not mortgage or create a charge on the said Unit 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 Purchaser/s who has taken or agreed to take such Unit.

23. BINDING EFFECT:-

23.1 Forwarding this Agreement to the Purchaser/s by the Developers does not create a binding obligation on the part of the Developers or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developers. If the Purchaser/s(s) fails to execute and deliver to the Developers this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developers, then the Developers shall serve a notice to the Said Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever after deducting 10% of the total consideration amount payable by the Purchaser/s to the Developer to purchase the said Unit as and by way of liquidated damages.

24. ENTIRE AGREEMENT:

24.1 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 Unit.

25. RIGHT TO AMEND

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

26. APPLICABILITY:

26.1 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 said Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said Unit, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.

27. SEVERABILITY:

27.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate 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 the Real Estate 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.

28. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

28.1 Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other the purchasers in the Project,

the same shall be in proportion to the carpet area of the said Unit to the total carpet area of all the units in the Project.

29. FURTHER ASSURANCES:

- 29.1 Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30. PLACE OF EXECUTION:

- 30.1 The execution of this Agreement shall be complete only upon its execution by the Developers through its authorized signatory at the Developers' Office, or at some other place, which may be mutually agreed between the Developers and the Purchaser/s, in after the Agreement is duly executed by the Purchaser/s and the Developers 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 Vashi, Navi Mumbai.

31. REGISTRATION:

- 31.1 The Purchaser/s and/or the Developers 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 Developers will attend such office and admit execution thereof.

32. NOTICE:

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

Name of the Purchaser/s : **Mr.**

Mrs.

the Purchaser/s' Address :-

.....

.....

Notified Email ID :

Name of the Developers : **Mahaavir Impex**

The Developers' Address : Office Nos. 66 & 67, Mahavir Centre,

Plot No. 77, Sector No. 17,

Vashi, Navi Mumbai – 400 703

Notified Email ID : admin@mahaavir.com

It shall be the duty of the Purchaser/s and the Developers 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 Developers or the Purchaser/s, as the case may be.

33. STAMP DUTY AND REGISTRATION CHARGES:

33.1 All out of pocket costs, charges and expenses including the stamp duty and registration charges of and incidental to this Agreement for Sale shall be borne and paid by the Purchaser/s.

34. INVESTOR CLAUSE:

The Purchaser/s has purchased the said Unit as an Investor. The Purchaser/s intends to sell the said Unit within a period of one year from the date of this Agreement. In the event the said Unit is sold within one year then the Purchaser/s shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 2015. Without prejudice to the Purchaser/s right as an Investor, the Purchaser/s may continue to hold the said Unit like any other Purchaser/s if he/they does not sell it within one year.

35. JURISDICTION:

35.1 The Courts at Panvel and/ or Alibaug as the case may be alone shall have exclusive jurisdiction to try, entertain and dispose off the disputes between the Purchaser/s and the Developers.

IN WITNESS WHEREOF the Parties have hereto set and subscribed their respective hands and seals the day and the year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing Survey No.1, Hissa No.1/B/1, Survey No.1, Hissa No.1/C/1 and Survey No.66, Hissa No.9, aggregate admeasuring about 9310 sq.mtrs., lying being and situate at Village-Ghot, Taluka-Panvel, District-Raigad and bounded as follows that is to say:-

On or towards the North by	: Survey No 63 and 67
On or towards the East by	: Survey No 1 (Part)
On or towards the West by	: Survey No 66 (Part)
On or towards the South by	: 15.0 mtr. Wide Village Road

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat No, on **Floor**, of the Building being constructed in the building project to be known as “**MAHAAVIR MAJESTY**” by the Developers and, admeasuring about **sq.mtrs.** Carpet Area and enclosed balconies admeasuring about **sq.mtrs.** built-up area lying being and situate on the land more particularly described in the First Schedule hereinabove, bearing Survey No.1, Hissa No.1/B/1, Survey No.1, Hissa No.1/C/1 and Survey No.66, Hissa No.9,Village- Ghot, Taluka - Panvel, District - Raigad.

THE THIRD SCHEDULE HEREINABOVE REFERRED

Description of Common Areas and Facilities

- 1) External Walls painted with Acrylic Paint.
- 2) Lift in each wing.
- 3) Backup Generator for Elevators and Common Areas lighting.
- 4) Swimming Pool
- 5) Gymnasium and Gardens
- 6) Mini Shuttle Bus up to Metro Station.

INWITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and the day first hereinabove written.

SIGNED SEALED AND DELIVERED	]
by the with named DEVELOPERS	]
M/s. MAHAAVIR IMPEX	]
Through its Partner	]
Mr.	]
In the presence of	]

1. Mr.]

SIGNED SEALED AND DELIVERED]

By the with named PURCHASERS]

Mr.]

Mrs.]

In the presence of]

1. Mr.]

RECEIPT

RECEIVED of and from the purchaser as within named, the sum of Rs.
...../- (Rupees Only) by cheques and cash details whereof
are mentioned herein below being the earnest or deposit amount payable by
him/her/them to us as within mentioned:

Rec. No.	Chq. Date	Chq. No.	Bank	Amount
				Rs./-
				Rs./-
				Rs./-
			Total	Rs./-

WE SAY RECEIVED
For M/s. MAHAAVIR IMPEX

Partner
Developers