

AGREEMENT FOR SALE

This Agreement made at _____ executed on this _____ day of _____, 2019,

By and Between

M/S. SHIV REALTORS, through Its Partners 1] **PRAVINBHAI MAVJI CHOPRA**, 2] **HEMANT MOHANLAL DIWANI**, and 3] **PREMJI BHANJI KESHRANI** having its registered office at **C-2/601, SWASTIK GARDEN, POKHRAN ROAD NO- 2, SUBHASH NAGAR, NEAR VOLATS MAIN GATE, KOKAN, THANE (M CORP), 400601.** (hereinafter referred to as “**THE PROMOTER**”) (shall mean and include partners or partner for the time being of the said respective firm, the survivors or survivor of them and the heirs, executors, and assigns of the last surviving partner or their assigns) **OF THE ONE PART.**

AND

Mr./Mrs./Smt. _____

Indian Inhabitant, Age _____ Yrs., Occupation _____ Residing
at _____

hereinafter called and referred to as **“THE ALLOTTEE/S** (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his / her / their respective heirs present and future executors, administrators and assignees) of the **SECOND PART.**

WHEREAS:

1. THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD. a Company incorporated under the Companies Act, 1956 (I of 1956) and having its Registered Office at Nirmal, 2nd Floor, Nariman Point, Mumbai 21, (hereinafter referred to as **“The CORPORATION”**) is the New Town Development Authority declared for the area designated as a site for New Town of Navi Mumbai by Government of Maharashtra in exercise of its powers under Sub-Sections (1) and (3-A) of Section 113 of the Maharashtra Regional & Town Planning Act 1965 (hereinafter referred to as the said M.R. & T.P ACT);
2. The Government of Maharashtra has been acquiring and had acquired lands pursuant to Section 113-A, of the said Act and is vesting such lands in Corporation for its development and disposal, on such terms, conditions, stipulations, covenants, and for a consideration as the corporation may decide from time to time;
3. The corporation in the due process of its working acquired some agricultural landed property at Village Ulwe, of Taluka Panvel, District Raigad for the development of Navi Mumbai. Under 12.5% Gaothan Expansion Scheme introduced by the Corporation has granted an award and recorded the name of following as the beneficiary member to the said award:
 - A) **MRS. JANABAI GANPAT GAIKWAD,**
 - B) **MR. SURESH GANPAT GAIKWAD,**
 - C) **MR. VINOD GANPAT GAIKWAD,**
 - D) **MRS. PRATIBHA GANPAT GAIKWAD @ PRATIBHA PRAKASH JOGLEKAR,**
 - E) **MRS. ALKA GANPAT GAIKWAD @ ALKA SUBHASH AMRUTE,**
 - F) **MRS. SANDHYA VILAS GAIKWAD,**
 - G) **KUMAR. TANMAY VILAS GAIKWAD (MINOR) GAURDIAN MRS. SANDHYA VILAS GAIKWAD,**
 - H) **KUMAR. RAJ VILAS GAIKWAD (MINOR) GAURDIAN MRS. SANDHYA VILAS GAIKWAD,**
 - I) **KUMAR. VRUSHAL SUNIL PAWAR,**
 - J) **KUMAR. ROSHAN SUNIL PAWAR (MINOR) GAURDIAN KUMAR VRUSHAL SUNIL PAWAR,**
 - K) **KUMARI. POOJA SUNIL PAWAR (MINOR) GAURDIAN KUMAR. VRUSHAL SUNIL PAWAR**

[hereinafter referred to the “**SAID FARMERS**”]

4. Pursuant to the notification issued by the Urban Development Department of the Government of Maharashtra, the Corporation allotted the said farmers a Plot of land under the 12.5% Gaothan Expansion Scheme at revenue village Ulwe of Taluka Panvel, District Raigad in exchange of the plot acquired by CIDCO.
5. The Corporation caused prepared layout of plots at village Ulwe of Taluka Panvel, District Raigad for its allotment to the land affected people.
6. The Corporation by its Allotment Letter dated **09.11.2011** vide File No. **137** allotted to 1] **MRS. JANABAI GANPAT GAIKWAD**, 2] **MR. SURESH GANPAT GAIKWAD**, 3] **MR. VINOD GANPAT GAIKWAD**, 4] **MRS. PRATIBHA GANPAT GAIKWAD @ PRATIBHA PRAKASH JOGLEKAR**, 5] **MRS. ALKA GANPAT GAIKWAD @ ALKA SUBHASH AMRUTE**, 6] **MRS. SANDHYA VILAS GAIKWAD**, 7] **KUMAR. TANMAY VILAS GAIKWAD (MINOR) GAURDIAN MRS. SANDHYA VILAS GAIKWAD**, 8] **KUMAR. RAJ VILAS GAIKWAD (MINOR) GAURDIAN MRS. SANDHYA VILAS GAIKWAD**, 9] **KUMAR. VRUSHAL SUNIL PAWAR, KUMAR. ROSHAN SUNIL PAWAR (MINOR) GAURDIAN KUMAR VRUSHAL SUNIL PAWAR**, 10] **KUMARI. POOJA SUNIL PAWAR (MINOR) GAURDIAN KUMAR. VRUSHAL SUNIL PAWAR**, a plot of land bearing Plot No. **107**, admeasuring an area of **149.99 Sq. meters**. Situated at **Karanjade (New)**, Navi Mumbai. The Said farmers be hereinafter called and referred to as the “**ORIGINAL LESSEES**”. The said plot of land be hereinafter called and referred to as “**THE SAID LAND**” more particularly described in the **SCHEDULE I** annexed to this Agreement.
7. The Corporation on **16th November 2011** executed an Agreement to Lease with the Original Lessees i.e. the said farmers and by a separate possession letter placed them in peaceful and vacant possession of the said property on payment of full premium of Rs. **5,850/-** (Five Thousand Eight Hundred and Fifty Only) to the Corporation. The said Agreement to Lease is with the benefit and right to construct building/s as permitted by the Corporation and other local authority. The said Agreement to Lease dated **16th November 2011** is duly registered in the Office of Sub-Registrar of Assurances at **Panvel No. 3** Vide its Registration Serial No. **PVL3/11198/2011** dated **17th November 2011**.
8. By a Tripartite Agreement dated **28th November, 2011** and in view of the permission sought by the Original lessees, the Corporation had transferred the lease under 12.5% GES of a said land, to the New Licensees 1] **PRAVINBHAI MAVJI CHOPRA**, 2] **HEMANT MOHANLAL DIWANI**, and 3] **PREMJI BHANJI KESHRANI**. The said Tripartite Agreement is duly registered in the office of Sub- Registrar of Assurances at **Panvel Office No. 3** on **28th November 2011** Vide Serial No. **PVL3-11621-2011**, Receipt No – **11821**.

9. By virtue of the Tripartite Agreement dated **28th November, 2011**, Licensees **1] PRAVINBHAI MAVJI CHOPRA, 2] HEMANT MOHANLAL DIWANI,** and **3] PREMJI BHANJI KESHRANI** have obtained absolute leasehold rights on the said property and the Vendors/Promoters are in possession of the project land.
10. The promoter has also received the Maveja **NOC having Reference No. CIDCO/ESTATE/12.5%/karanjade/137/2018/25067** dated **19th April, 2018**.
11. By virtue of the aforesaid Agreement to Lease and Tripartite Agreement the Promoters are absolutely seized and possessed of and well and sufficiently entitled to develop the said land;
12. The Promoter has obtained the final layout plan approvals for the Project from CIDCO. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 of the Act and other laws as applicable.
13. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed.
14. The promoter is entitled and enjoined upon to construct the residential buildings on the project land in accordance with the recitals hereinabove. as per the plans sanctioned and the development permission granted by the Corporation vide **Commencement Certificate** bearing No. **CIDCO/BP-16385/TPO(NM &K)/2019/4274 dated 29th March, 2019** including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. Copy of the commencement certificate is annexed herewith as **“Annexure-A”**.
15. The Promoter has proposed to construct on the project land a building project known as **“SHIV ARYA”** having _____ Buildings and _____ wings for residential use, on OWNERSHIP BASIS to the prospective buyers.
16. The Allottee/s has/have applied an Apartment bearing number _____ on the _____ floor, (hereinafter referred to as the said **“APARTMENT”**) in the _____ wing of the Building project called **“SHIV ARYA”** (hereinafter referred to as the said **“BUILDING”**) being constructed of the said project, by the promoter.
17. The Promoter has entered into a standard Agreement with an Architect **AR. ATUL PATEL ARCHITECTS** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

18. The Promoter has appointed **B S SUKHTANKAR & ASSOCIATES** as a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.
19. By virtue of the Agreement to Lease and Tripartite Agreement, the promoter has the sole and exclusive right to sell the Apartments and Other Units of their part as per proposed building to be constructed by the Promoter on the project land and to enter into Agreement with the Allottee/s of the said Apartments, and Other Units therein and to receive the sale price in respect thereof.
20. On-demand from the allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 ((hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.
21. The authenticated copy of Certificate of Title dated **23rd May 2019** issued by the **Adv. S.J. Bondre & Co.** to the Promoter, showing the nature of the title of the Promoter to the project land on which the Apartment are to be constructed have been annexed hereto and marked as "**Annexure-B**".
22. 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 said project have been annexed hereto and marked as "**Annexure-C**".
23. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as "**Annexure-D**".
24. 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 said Building.
25. 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 said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
26. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

27. The Allottee/s has/have applied to the Promoter for allotment of an Apartment bearing Number _____ on the _____ floor in _____ wing of the said building known as **“SHIV ARYA”** of the said Project.
28. The carpet area of the said Apartment is _____ **Sq. Meters.** and “Carpet Area” means the net usable floor area of an apartment, excluding the area covered by the external walls, the area under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the allottee/s, but includes the area covered by the internal partition walls of the Apartment.
29. The Parties relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereafter.
30. Prior to the execution of these presents, the Allottee/s has/have 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/s as an advance payment or application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
31. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority. The Project Registration No. is _____; the authenticated copy of the Registration Certificate is annexed herewith as **“Annexure-E”**.
32. Under Section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being, in fact, these presents and also to register said Agreement under the Registration Act, 1908.
33. 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/s hereby agree(s) to purchase the said Apartment.

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

- 1) The Promoter shall construct the said building project to be known as **“SHIV ARYA”**

consisting of **Ground/Stilt + 4 upper floors** on the project land in accordance with the plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the Allottee/s with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/Government to be made in any of the Premises, provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of such variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

- a) (i) The Allottee/s hereby agree(s) to purchase from the Promoter and the Promoter hereby agree to sell to the Allottee/s the said **Apartment bearing No._____ admeasuring _____ Sq. Meters. carpet area on the _____ Floor of the said building project known as “SHIV ARYA”** hereinafter referred to as **“THE APARTMENT”** and more particularly described in the **“Second Schedule”** hereunder written and as shown on the floor plan thereof hereto annexed and marked as **“Annexure-C”** for a lump sum price of **Rs. _____ (Rupees _____ Only)** including _____ **(Rupees _____ Only)** 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 hereunder.
- b) The Allottee/s has/have paid on or before the execution of this agreement a sum of **Rs. _____ (Rupees _____ Only)** as an advance payment or application fee and hereby agree(s) to pay to the Promoter the balance amount of _____ **(Rupees _____ Only)** in the following manner:-

PAYMENT SCHEDULE

TOTAL AMOUNT	Rs. _____
AMOUNT RECEIVED	Rs. _____
BALANCE AMOUNT	Rs. _____

Sr.	Particulars	Perce nt
1.	Earnest Money	10%
2.	On Execution of Agreement	20%
3.	On Completion of the plinth	15%
4.	On Completion of 1 st Slab	05%

5.	On Completion of 2 nd Slab	05%
6.	On Completion of 3 rd Slab	05%
7.	On Completion of 4 th Slab	05%
8.	On Completion of 5 th Slab	05%
9.	On Completion of Brickwork, Plaster, Door & Window Frames	05%
10.	On Completion of Internal Plaster & External Plaster	05%
11.	On Completion of Plumbing, Electrification.	05%
12.	On Completion of Tile Work.	05%
13.	On Completion of Painting Work	05%
14.	On Possession	05%
	Total	100%

- c) The Total Purchase Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
- d) The Total Price is escalation-free, save and except escalations/ increases, due to an 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 Promoter undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within 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/s. If there is an increase in the carpet area allotted to Allottee/s, the Promoter shall demand an additional amount from the Allottee/s as per the next milestone of the Payment Plan.
- f) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.
- 2) The Promoter hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local

authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Apartment the Allottee/s, obtain from the concerned local authority Occupation and/or Completion Certificates in respect of the said Apartment. Notwithstanding anything to the contrary contained herein, the Allottee/s shall not be entitled to claim possession of the said Apartment until the completion certificate is received from the local authority and the Allottee/s has/have paid all the dues payable under this agreement in respect of the said Apartment to the Promoter and has/have paid the necessary maintenance amount/deposit, GST, and other taxes payable under this agreement of the said Apartment to the Promoter.

- a) Time is the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottee/s after receiving the Occupancy Certificate or Completion Certificate or both, as the case may be. The Allottee/s undertake to pay all of the corresponding instalments of the Purchase Price as set out above [Refer Clause One (b)] and all other amounts which become due or payable by the Allottee/s under the provisions of this Agreement, within a period of 15 days of a demand letter for such payments being sent to the Allottee/s at the address set out in this Agreement. It is specifically agreed by the Allottee/s that this Agreement shall not create any right, interest and/or claim of the Allottee/s on the said Apartment agreed to be sold until and unless the entire consideration/purchase price and all other amounts specified in this Agreement is paid by the Allottee/s to the Promoter herein. The Allottee/s further undertake to accept and pay and agree to never dispute the certificate of the stage of completion of the Wing/Building set out in the demand letter issued by the Promoter or by any other person for and on behalf of the Promoter, for raising a demand of the corresponding instalment of the Purchase Price. The Allottee/s further agree and undertake to accept the certificate that may be issued by the Promoter or by any other person for and on behalf of the Promoter, for certifying the completion of stages/intervals required for the purposes of payment of the corresponding instalments of Purchase Price as envisaged herein. The Allottee/s confirm and undertake to pay each and every instalment of the Purchase Price and all other amounts which become due or payable by the Allottee/s under the provisions of this Agreement, on the respective due dates, without any delay or default, and acknowledges that the time for such payment is the essence of this contract.

- 3) The Promoter hereby declares that the Built-up area available as on date in respect of the project land is **222.66 square meters** only and Promoter has planned to utilize Floor Space Index of **1.5** by availing of 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. The Promoter has disclosed the Floor Space Index of **1.5** as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartment 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.

The Allottee(s) have been explained and made aware of the available FSI on the said Land and also the additional FSI and Transferable Development Right (hereinafter referred to as “TDR”) which may be availed thereon. Until conveyance of the said Land in favour of Apex Body/ Federation Body and conveyance of the said Building in favour of the Organisation, if the FSI/Floor Area Ratio in respect of the said Land is increased and/or additional construction is possible on the said Land on account of FSI and/or TDR originating from the said Land, on account of portions thereof under D. P. Road/setback and/or TDR/ FSI of other properties being available for being used on the said Land (and/or on the amalgamated property, as the case may be) the Promoter shall be entitled to utilize such additional FSI, including by amending the present layout of the said Land subject to the necessary permission/sanction being granted by the concerned authorities.

- 4) Unless prevented by force majeure event/s, the Promoter liable to handover peaceful possession of the said Apartment to the Allottee/s on or before **31st July, 2022** as declared by the promoter under sub-clause (C) of clause (1) of sub-section (2) of section 4 of Real Estate (Regulation and Development) Act, 2016 ii] Or if, the promoter has applied for an extension of registration under section 6 of Real Estate (Regulation and Development) Act, 2016, then such date up to which the extension has been approved by MAHARERA Authority, would be considered as the completion date.
- a) If the promoter fails or neglects to give possession on such date, then-
 - I] Allottee can withdraw from the project and the without prejudice to any other remedy available to return the amount received by him in respect of that Apartment, as the case may be, with interest for the every month as per state bank of India marginal cost of lending rate plus 2% (Two Percent) per annum with monthly rest, on the amount paid against the Apartment, from the date on which such amount received against the Apartment till the date on which such amount will be refunded to the Allottee/s. Or,
 - II] If an Allottee/s does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, as per state bank of India marginal cost of lending rate plus 2% (Two Percent) per annum with monthly rests, On the amount paid against the Apartment from the date on which Promoter is liable to give possession of Apartment till the date of Actual possession will be given to the Allottee/s.
- b) Provided that the Promoter shall be entitled to a reasonable extension of time for giving delivery of said Apartment on the aforesaid date if the completion of Building in which the said Apartment is situated is delayed on account of: -
 - (i) Non-availability of steel, cement, other Building material or labour at market competitive prices; and/or
 - (ii) Non-availability / shortage of water or electric supply; and/or
 - (iii) War, civil commotion, strikes of workmen or labours or other persons, transport strike, terrorist attack, terrorist attack or an act of God, irresistible force or reasons beyond the

control of or unforeseen by the Promoter; and/or

(iv) Any legislation, notice, order, rule, circular, notification of the Government and/or other public or other competent authority or court or injunction or stay or prohibitory orders or directions passed by any court, tribunal, body or authority; and/or

(v) Delay in issuing any permission, approval, NOC, sanction and/or Building occupation certificate and/or completion certificate by the concerned authorities; and/or

(vi) Delay in securing necessary permissions or completion/occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Promoter; and/or

(vii) Force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the said Apartment; and/or

(viii) Other force majeure and vis major circumstances or conditions including but not limited to the inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lockouts, action of labour unions or other causes beyond the control of or unforeseen by the Promoter or their agents; and/or

(ix) Any other forces or reasons beyond the control of the Promoter. For the purpose of this Agreement this expression “force majeure” shall include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoter.

- 5) Any default in payment of any of the amounts set out above or elsewhere in this Agreement, on their respective due dates, shall amount to a breach on the part of the Allottee/s of the terms of this Agreement. In the event of the Allottee/s committing any delay and/or default in making payment of any of the instalments of the Purchase Price on their respective due dates and/or of any other amount due or payable by the Allottee/s to the Promoter under this Agreement (including the Purchaser’s proportionate share of additional infrastructure charges, rates, taxes, and assessments levied or imposed by the concerned local body or Government authority and all other outgoings including the Charges, Contributions, Subscriptions and Fees) or the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter shall serve upon the Allottee/s 15 days’ notice in writing to the Allottee/s by Registered post with AD at the address provided by the Allottee/s and mail at the E-mail address provided by the Allottee/s, specifying the breach or breaches of the terms and conditions of this Agreement by the Allottee/s and calling upon the Allottee/s to rectify the breach or breaches as specified in such notice.

If the Allottee/s fail to rectify such default or breach within the said period of 15 (Fifteen) days, the Promoter at its sole option and without prejudice to any other rights and remedies

that the Promoter may have against the Allottee/s in that behalf, be entitled to terminate this Agreement without any further reference to the Allottee/s AND in such case the consequences as provided in this Agreement hereinbelow shall follow.

- (a) Without prejudice to its right to terminate this Agreement, the Promoter may in its sole discretion accept from the Allottee/s payment of the delayed instalment/s of the Purchase Price or any other amounts payable by the Purchaser to the Promoter in terms of this Agreement on the Allottee paying to the Promoter interest at the rate of State Bank of India highest marginal cost of Lending Rate +2% per annum from the respective due dates of each such instalment/s or the due date for payment of any other amount payable in terms of this Agreement, until payment and/or realization of such amount in favour of the Promoter, whichever is later.
- (b) Any payment/s made by the Allottee/s to the Promoter shall be first appropriated towards interest and the balance, if any, towards the principal sums of the instalments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Allottee/s under this Agreement, whether as instalments of Purchase Price or otherwise, shall continue to attract interest as agreed above.
- (c) The right of the Promoter to receive interest as aforesaid shall not entitle the Allottee/s to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Allottee/s.
- (d) Notwithstanding anything herein contained or any other communication addressed by the Promoter to the Allottee/s either prior to or after the execution of this Agreement, the Promoter shall have the first lien and charge on the said Apartment agreed to be purchased by the Allottee/s, in respect of any amount due and payable by the Allottee/s to the Promoter or otherwise under the terms and conditions of this Agreement.
- (e) Upon termination of this Agreement in terms hereof, the Promoter shall be at liberty to dispose of and sell the said Apartment to such person and at such price as the Promoter may in their absolute discretion think fit. As a consequence of the termination of this Agreement, the Promoter shall within 30 days of termination refund to the Purchaser the amount paid by the Purchaser subject to the following deductions:
 - i) 10% of the Purchase Price (which is to stand forfeited to the Promoter upon the termination of this Agreement);
 - ii) The taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Apartment upto the date of termination of this Agreement;
 - iii) Processing fee and brokerage paid if any etc. in respect of the said Apartment;
 - iv) The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

- v) Pre-EMI interest, if any, paid by the Promoter on behalf of the Allottee/s under a particular scheme;
 - vi) In the event of the resale price of the said Apartment to a prospective purchaser is less than the Purchase Price mentioned herein, the amount of such difference; and
 - vii) The costs incurred by the Promoter in finding a new buyer for the said Apartment. The Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon the termination, the Allottee/s hereby agree to forgo all their right, title and interest to immediate ejection as trespassers. The decision of the Promoter in this respect shall be final and binding upon the Purchaser, which the Promoter agrees and undertakes not to dispute in any manner whatsoever.
- 6) The fixtures and fittings with regards to flooring and sanitary fittings and amenities like one or more lift with the particular brand to be provided by the Promoter in the Apartment and the said building are those that are set out in the **“Third Schedule” mentioned hereunder.**
- 7) The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment to the Allottee/s in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/s as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving the occupancy certificate of the Project.
- a) The Allottee/s shall take possession of the Apartment within 15 (Fifteen) days of the written notice from the Promoter to the Allottee/s intimating that the said Apartment is ready for use and occupancy:
 - b) Upon receiving a written intimation from the Promoter as per the above-mentioned clause, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 7 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.
- 8) The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title, and interest or right to construct the building(s), and also given inspection of all documents to the Allottee/s

as required by the law. The Allottee/s having acquainted himself/herself/themselves with all facts and rights of the Promoter and after satisfaction of the same has entered into this Agreement.

- 9) i) The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, the Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- ii) The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee after the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with the necessary formalities if any under the applicable laws. The promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.
- 10) The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for residence. He shall use the parking space only for the purpose of keeping or parking own vehicle.
- 11) The Allottee/s along with other Allottee/s of Apartment in the building shall join in forming 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 bye-laws 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/s, so as to enable the Promoter to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/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.

- a) The Promoter shall, within three 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 interest of the Promoter in the said structure of the Building or wing in which the said Apartment is situated.
 - b) The Promoter shall, within 3 (Three) months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the Society, company or federation of the society all the right, title and interest of the Promoter in the project land on which the buildings are constructed. However, in case the Allottee/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses, etc. are demanded within the period mentioned in the demand letter, the Allottee/s authorises the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlements of the amount and payment of stamp duty and registration charges to the Promoter is made by the Allottee/s.
 - c) 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, maintenance of lifts & Fire equipment, 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 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 of the structure of the building is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease 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.
- 12) The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:
- a) Share money, application entrance fee of the Society or Limited Company.
 - b) Formation and registration of the Society or Limited Company.

- c) Proportionate share of taxes and other charges/levies in respect of the Society or Limited Company.
 - d) Deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.
 - e) Deposit towards Water, Electric, and other utility and services connection charges.
- (All the above amounts to be decided at the time of possession on actual amount incurred)

- 13) The Allottee/s shall pay to the Promoter all expenses will be incurred for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter in connection with the formation of the said Society, or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- 14) At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoter, the Allottee/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/wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee/s shall pay to the Promoter, the Allottee/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 land to be executed in favour of the Society or limited company.
- 15) The Promoter hereby represents and warrants to the Allottee/s as follows:
 - a) The Promoter has a clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
 - b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out the development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - c) There are no encumbrances upon the project land or the Project;
 - d) There are no litigations pending before any Court of law with respect to the project land or Project;
 - e) All approvals, licenses, and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to

be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- f) 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/s created herein, may prejudicially affect;
 - g) 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 Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
 - h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
 - i) At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;
 - j) 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 to the competent Authorities;
 - k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, the notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project.
- 16) The Allottee/s for himself/herself/themselves with the intention to bring all person into whomsoever hand the said Apartment may come, hereby covenant with the Promoter as follows: -
- a) 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 additions 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.

- b) 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.
- c) 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.
- d) 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.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land, Apartment, 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.
- f) 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.
- g) Pay to the Promoter within 15 (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.

- h) 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/s for any purpose other than for the purpose for which it is sold.
- i) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- j) The Allottee/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 Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- k) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society or Apex body or Federation, 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 buildings or any part thereof to view and examine the state and condition thereof.
- l) Not to change the position of the sliding windows provided by the Promoter in the Apartment by the Apartment Allottee/s and not to change the shape and size of the door frames and French doors and sliding windows section and elevation thereof in the said Apartment.
- 17) The Promoter shall maintain separate account in respect of the sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or limited company or any other legal body to be formed or towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have been received.
- 18) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise and/or assignment in the law of the said Apartment or the said building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/them and all open spaces, parking spaces,

lobbies, staircases, terraces, recreational spaces will remain the property of the Promoter until the said structure of the building is transferred to the society / limited company or other legal bodies as hereinbefore mentioned.

- 19) The Promoter shall in respect of any amount unpaid by the Allottee/s under this Agreement, have the first lien and/or charge on the said Premises agreed to be acquired by the Allottee/s.
- 20) Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or forbearance on their part or giving extensions of time by the Promoter to the Allottee/s for payment of purchase price in instalments or otherwise shall not be construed as a waiver on the part of the Promoter of any breach of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.
- 21) The Promoter and the Allottee/s hereby covenant with each other that after formation of the society of the various Allottee/s, the Promoter shall be entitled to sell and dispose of the unsold premises in the said buildings Project to any prospective buyers without payment of any transfer fee or premium and the society shall admit the buyers of the premises as may be nominated by the Promoter without payment of any transfer fee or premium or any other charges to the said Society/Condominium.
- 22) It is expressly agreed and confirmed by the Allottee/s that the terraces which are attached to the respective Apartment will be in exclusive possession of the said Allottee/s of the said Apartment and other Allottee/s will not in any manner object to the Promoter selling the Apartment with an attached terrace with exclusive rights of the said Allottee/s to use the said terraces.
- 23) This Agreement shall always be subject to the terms and conditions of the Agreement to Lease, Tripartite Agreement, and the rules and regulations if any made by the Corporation and/or the Government of Maharashtra and/or any other authority.
- 24) The Allottee/s hereby agree(s) to pay to the Promoter the Stamp Duty and Registration Charges pertaining to this Agreement and also to bear and pay his/her/their proportionate contribution towards the stamp duty and registration charges that may have to be paid in respect of the Lease Deed/ Deed of Assignment to be executed by the Corporation in favour of the co-operative society or limited company or any other legal body as may be formed by the Allottee/s of the premises in the said Building.
- 25) It is expressly agreed by and between the parties hereto that notwithstanding anything herein contained, if the Corporation charges any premium and/or any other amount for the purpose of execution of the Deed of Lease by the Corporation in respect of the said Land and the building constructed/to be constructed thereon in favour of the co-operative society or limited company or other legal bodies or if such Deed of Lease is already

executed in the favour of the Promoter and if any premium or any other amount is required to be paid to the Corporation for the purpose of obtaining the permission for execution of the Deed of Assignment/Transfer of the said Lease by the Promoter in respect of the said Land and the building constructed/to be constructed thereon in favour of such co-operative society or limited company or other legal bodies, then such premium amount shall be borne and paid by the Allottee/s proportionately. In order to enable such co-operative society or limited company or other legal bodies to make payment of any premium and/or any other amount that may be demanded by the Corporation as aforesaid, the Allottee/s hereby agree(s) and bind(s) himself/herself/themselves to pay such co-operative society or limited company or any other legal bodies his/her/their share in such premium and/or amount payable to the Corporation in proportion to the area of the Apartment in the said building.

- 26) The Allottee/s shall at no time demand partition of his/her/their interest of their premises in the building. It is hereby agreed and declared by the parties that the interest in the said building is impartible and it is agreed by the Allottee/s that the promoter shall not be liable to execute any document for that purpose in respect of the said premises in favour of the Allottee/s.
- 27) The promoter shall not be liable to pay any maintenance or common expenses in respect of the unsold premises in the said building. The Allottee/s undertake(s) to pay increase in taxes, water charges, insurance, and such other levies, if any, which are imposed by the concerned local authority or Government or other public authority. The Allottee/s agree(s) and confirm(s) that the promoter shall not be liable to pay any maintenance or common expenses or outgoings in respect of the unsold Apartments in the said building. The Promoter shall, however, pay the municipal tax payable to the concerned authority in respect of such unsold Apartments.
- 28) The promoter shall not be bound to carry out any extra additional work for the Allottee/s without there being a written acceptance by the Promoter to carry out the said additional extra work for the Allottee/s which again shall be at the sole discretion of the Promoter. If the Promoter has agreed to do any additional extra work for the Allottee/s, the Allottee/s shall deposit the amount within 7 (seven) days from the date when the Promoter informs the Allottee/s the estimated cost for carrying out the said additional extra work. If the Allottee/s fail(s) to deposit the estimated cost for carrying out the said additional extra work of the Allottee/s agreed to be carried out by the Promoter, then the promoter shall not be liable to carry out the additional/extra work in the premises of the Allottee/s.
- 29) The Allottee/s undertake(s) to pay any Deposit, Insurance, Tax, Charges, Levies, Penalties, GST, etc. of whatsoever nature imposed by any Government or Local Authorities and any increase thereof in aforesaid taxes and charges. The Allottee/s further undertake(s) to pay GST which may be imposed by the Government authorities as and when levied.

- 30) If the Allottee/s, before being put in possession of the said Apartment, desire(s) to sell or transfer his/her/their interest in the said Apartment or wishes to transfer or give the benefit of this Agreement to some other person, the same shall be done only after the Allottee/s obtain/s the prior written permission of the Promoter in that behalf. In the event of the Promoter granting such consent, the Allottee/s shall be liable to and shall pay to the Promoter such sums as the Promoter may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same provided however that such transferee(s)/assignee(s) of the Allottee/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee/s to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee(s)/assignee(s) also. The Allottee/s and the persons to whom the said Apartment is permitted to be transferred with the written consent of the Promoter, shall observe and perform bye laws and/or the rules and regulations of the co-operative society or other organization, as and when registered and the additions, alterations or amendments thereof and shall also observe and carry out the building rules and regulations and the bye-laws for the time being of the municipal council and/or public bodies. The Allottee/s and persons to whom the said Apartment is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such co-operative society or other organization, regarding the occupation and use of the said Apartment and the said property and shall pay and contribute regularly and punctually towards rates, taxes and/or expenses and all other outgoings.
- 31) a) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the promoter herein has decided to have the name of the project **“SHIV ARYA”** and building will be denoted by letters or name **“SHIV ARYA”** building numbers in numerical as per sanction plan or as decided by the promoter herein on a building and at the entrance of the scheme. The Allottee/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter the promoter’s name board in any circumstances. The name of the co-operative society or limited company or other legal bodies to be formed, may bear the same name. The name of the building, however, shall not be changed under any circumstances. This condition is an essential condition of this agreement.
- b) If within a period of 5 (Five) years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartments 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 its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee/s shall not carry out any alterations of whatsoever nature in the said

Apartment of wing and in specific the structure of the said Apartment of the said building which shall include but not limited to columns, beams, etc. or in fittings therein, in particular, it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water, if any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become Nil. The word defect here means only the manufacturing and workmanship defect(s) caused on account of willful neglect on the part of the Promoter and shall not mean defect(s) caused by normal wear and tear and by negligent use of Apartment by the occupants, vagaries of nature, etc. That it shall be the responsibility of the Allottee/s to maintain his unit in a proper manner and take all due care needed including but not limited to the joints in the tiles in his Apartment are regularly filled with white cement/epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/wing. And if the annual maintenance contracts are not done/renewed by the Allottee/s the promoter shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures sustainable and in proper working condition to continue warranty in both the Apartment and the common project amenities wherever applicable. That the Allottee/s has/have been made aware and that the Allottee/s expressly agrees that the regular wear and tear of unit/building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ c and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Apartment/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

- 32) After the Promoter execute this Agreement for sale, Promoter shall not mortgage or create a charge on the 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/s who has/have taken or agreed to take such Apartment.
- 33) Forwarding this Agreement to the Allottee/s by the promoter does not create a binding obligation on the part of the promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimidated by the Promoter. If the Allottee/s fails to execute and

deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

- 34) This Agreement, along with its schedules and annexure, 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, correspondence, arrangements whether written or oral, if any, between the Parties in regard to the said Apartments/building, as the case may be.
- 35) This Agreement may only be amended through the written consent of the Parties.
- 36) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- 37) 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.
- 38) Wherever in this Agreement, it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.
- 39) Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.
- 40) 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/s, in _____ after the Agreement is duly executed by the Allottee/s 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 _____.

- 41) The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of the lease at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 42) That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID at their respective addresses specified below:

M/S. SHIV REALTORS having its office at **C-2/601, SWASTIK GARDEN, POKHRAN ROAD NO- 2, SUBHASH NAGAR, NEAR VOLATS MAIN GATE, KOKAN, THANE (M CORP), 400601.**

Notified Email ID: _____

MR./MISS./M/S. _____
having his/her/their address at _____

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 posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

- 43) That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.
- 44) The charges towards stamp duty and Registration of this Agreement for sale shall be borne and paid by the Allottee/s only.
- 45) Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of

the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

- 46) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at _____ will have the jurisdiction for this Agreement

FIRST SCHEDULE

Description of the Said Land

All that piece and parcel of the said Land, bearing **Plot No. 107, admeasuring an area of 149.99 Sq. meters. Situated at Karanjade (New), Navi Mumbai.** or thereabout and bounded as follows:

On or towards the North by: 9 Meters wide Road
 On or towards the South by : Plot No. 106
 On or towards the East by : Plot No. 118
 On or towards the West by : 9 Meters wide Road

SECOND SCHEDULE

Description of the Said Apartment

Apartment bearing No. _____, admeasuring about _____ Sq. Meters. of Carpet area plus _____ Sq. Meters. of Balcony area, Flower Bed (F.B), Enclosed Balcony (E.B) on the _____ Floor of the said building known as “**SHIV ARYA**” consisting of **Stilt + 4 Upper Floors**, to be constructed on **Plot No. 107, admeasuring an area of 149.99 Sq. meters. Situated at**

Karanjade (New), Navi Mumbai.

THIRD SCHEDULE
(LIST OF AMENITIES)

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

SIGNED, SEALED & DELIVERED
By the within named “**THE PROMOTER**”
M/S. SHIV REALTORS

Through its PARTNERS-

1] PRAVINBHAI MAVJI CHOPRA,
ADDRESS-

2] HEMANT MOHANLAL DIWANI
ADDRESS-

3] PREMJI BHANJI KESHRANI
ADDRESS-

In the presence of

1) _____

2) _____

SIGNED, SEALED & DELIVERED BY THE

Within named “**ALLOTEE/S**”

MR/MRS/MISS. _____

PAN NO. _____

ADDRESS. _____

In the presence of

1) _____

2) _____

R E C E I P T

Date: ____/____/2019

RECEIVED the sum of Rs. _____/- (Rupees _____
_____. Only) paid by the
Allottee/s to the Promoter by way of Ch. No. _____ dated _____ Drawn on
_____ Bank, _____ Branch,
towards the token amount for the sale, transfer of the **Apartment bearing No. _____**,
admeasuring about _____ Sq. Meters. of Carpet area, on the _____ Floor,
of the said building known as “**SHIV ARYA**” consisting of **Stilt+ 4 Upper Floors**, to be
constructed on **Plot No. 107, admeasuring an area of 149.99 Sq. meters. Situated at**
Karanjade (New), Navi Mumbai.

WE SAY RECEIVED,

Promoter

Allottee

Rs. _____/-

for,
M/S. SHIV REALTORS

1) _____
(Partner)

2) _____
(Partner)

In the presence of

1) _____

2) _____