

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** (hereinafter referred to as this "**Agreement**") is made and entered into at Navi Mumbai on this _____ day of _____ **2022**.

BY AND BETWEEN

M/S MANSH BUILDER & DEVELOPER a partnership firm duly registered under the provisions of Indian Partnership Act 1932, bearing **PAN ABEFM4388A** having principal place of business at Flat no. 203, Navnirman CHS, Sector 11, Plot no. 34, Kharghar, Navi Mumbai 410210 Navi Mumbai-400705 having Partners 1) Mr. Dinesh Laxman Chambaria 2) Mr. Ramesh Laxman Chambaria, hereinafter represented by its Partner Mr. Dinesh Laxman Chambaria, bearing PAN AKGPP6731K, Aadhar no. 805949231906 authorized vide letter dated 24/09/2022 hereinafter referred to as the "**Promoters**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its partner or partners for the being and survivor or survivors, heirs executors among them administrators or assignees of the last surviving partner) of the **FIRST PART**.

AND

[If the Allottee is individual]

(Name of Individual), Adult, Individual, Aged _____, PAN _____, Years, having address at _____ hereinafter referred to as "**Allottee**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their heirs, successors executors, administrators, assigns and nominees) of the **SECOND PART**

[OR]

[If the Allottee is a Company]

(Name of the Company), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], (CIN no. _____), PAN _____, having its registered office at _____, represented by its authorized signatory, _____, duly authorized vide board resolution dated _____, hereinafter referred to as "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Directors and Shareholders, their successor-in-interest, executors, administrators and permitted assignees) of the **SECOND PART**

[OR]

[If the Allottee is a Partnership Firm]

(Name of the Partnership), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide letter dated _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**

The **Promoter** and **Allottee** shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

I. WHEREAS

- A.** The CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA Ltd., a company incorporated under the Companies Act, 1956 (as amended with Act No. 18 of 2013) and having its registered office at Nirmal, 2nd floor, Nariman Point, Mumbai-400021, (hereinafter referred as "**The Corporation**") is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Sections (1) and (3-A) of the Maharashtra Regional & Town Planning Act 1966 (Maharashtra Act No XXXVII of 1966) (hereinafter referred to as '**The said Act**') for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers for the area designated as site for a New Town under sub-section (1) of Section 113 of the said Act;
- B.** The State Government has acquired land within the delineated area of Navi Mumbai and vested the same in the Corporation, by order duly made in that behalf as per the provisions of section 113 of the said Act;
- C.** Vide letter dated 25.03.2021 bearing no. 7501/1000610/1419 the Corporation has allotted Plot No. 10A, Sector 16E, Kamboli, Navi Mumbai admeasuring area 2,576.92 sq. mtr., as more particularly mentioned in the **First Schedule** hereunder (hereinafter referred to as said "**Land**") to Promoter (hereinafter referred to as the said "**Allotment Letter**"). The said Land is earmarked for Residential + Commercial purpose under "MM/05/2020-21" scheme. A copy of plan of Land surrounded by red coloured boundary is hereto annexed and marked as "**Annexure A**".

- D.** The Promoter has complied with the conditions of said Allotment Letter. Accordingly, the Corporation vide "Agreement to Lease" dated 09.09.2021 agreed to grant a lease of the said Land to the Promoter on the terms and conditions more particularly stated therein. The said "Agreement to Lease" is registered on 09.09.2021 with the sub-registrar of assurance Panvel-2, bearing no PVL-2-12529-2021 (hereinafter referred to as said "**Agreement for Lease**"). A copy of Index 2 of the said Agreement to Lease dated 09.09.2021, is hereto annexed and marked as "**Annexure B**"
- E.** As per the policy of the planning authority total available FSI on the said Land is 14644.588 sq. mtrs. The Promoter received Development Permission from the Panvel Municipal Corporation ("**PMC**") on 02/09/2022 upon payment of development charges and other related charges as assessed by the Corporation and consequently the Promoter has received the Commencement Certificate vide Ref No. PMC/TP/Kalamboli/16E/10A/21-22/16268/2273/2022 dated 02.09.2022 (copy of Commencement Certificate dated 02.09.2022 for the said Project is hereto annexed and marked as "**Annexure C**") for the construction of One residential cum commercial Building, consisting of Ground floor plus 8 (eight) upper floors consisting of 27 (twenty seven) commercial units and 27 (twenty seven) flats i.e in total 54 cumulative units thereby utilizing total Built Up Area of 3,839.551 sq. mtrs. The plan showing the layout of the building approved as per the Commencement Certificate dated 02.09.2022 is demarcated and marked as "**Annexure D1**".
- F.** However, Promoter declares that Promoter further intends to utilize additional FSI in the form of ancillary FSI/premium FSI/ and / or TDR made available under UD CPR 2020 including but not limited to on account of fungible FSI/Premium FSI, increase in basic/zonal FSI on the said Land, subject to obtaining necessary approvals from appropriate authorities, including but not limited to obtaining necessary permission from Airport Authority India ("AAI"), thereby intending to constructing 14 additional floors by utilizing balance 10805.037 sq. meters of FSI on the existing approved plan of Ground + 8 (eight) floors which may entail height of the existing buildings to Ground + 22 (Twenty Two) Floors. The plan showing the layout of the proposed part of the building which is intended to be constructed on the said Land is demarcated and marked as "**Annexure D2**". The said entire building shall be developed under the name "**BHAVESHWAR CALLISTA 1**", more specifically mentioned in the **Second Schedule** hereunder and hereinafter be referred to as the said "**Project**"/ "Building".

- G.** While sanctioning the plans the PMC has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter when developing the said Project on the said Land upon due observance and performance of which the completion and occupation certificates in respect of the said Project shall be granted by the concerned planning authority.
- H.** The Promoter has upon request, given inspection to the Allottee of all the documents of title including copies of Agreements, Development Permissions and Commencement Certificate; **"Certificate of Title dated 27-09-2022"** in respect of said Land issued by M/s Acelegal and of such other documents as are specified under applicable statute and rules and regulations. A Copy of said Title Certificate is Annexed hereto as **"Annexure E"**.
- I.** In addition, the Allottee has perused the "Architect Certificate" and drawing certifying the carpet area of the said flats/shops along-with limited common area. Besides a copy of all such documents are available at the site office and is available for verification by the Allottee after giving a reasonable notice.
- J.** The Promoter has appointed ATUL PATEL ARCHITECTS, architect for the said Project who is registered with the Council of Architect and having address at 1209, The Land mark, Plot No. 26A, Sector-7, Kharghar-410210.
- K.** The Promoter has appointed a Structural Engineer firm being B.S.Sukthankar & Associates having address at Office No – 412, Vardhaman Market, Plot No. 75, Sector-17, Vashi Navi Mumbai-400705 for the preparation of the structural design and drawings of the Project and the Promoter has accepted the professional supervision of the Architect and the Structural Engineer till the completion of the Project.
- L.** The Promoter has registered the said Project under the provisions of the RERA 2016 with Real Estate Regulatory Authority bearing registration no. _____. A Copy of RERA registration Certificate is Annexed hereto as **"Annexure F"**
- M.** The Allottee has demanded inspection from the Promoter and the Promoter has given inspection to the Allottee of all documents of title relating to the said Land/Project including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoter's Architects, the Title Certificate, revenue records, Development Permissions etc. and all other documents as specified under the RERA and the rules and regulations made thereunder. Upon demand by the Allottee/s enquiry, the Promoter herein has requested to the Allottee to carry out independent search by appointing his/her/their own Attorney/Advocate and to ask

any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee is fully satisfied with the title of the Promoter in respect of the said Land and the Promoter's right to construct building/s thereon in accordance with the sanctions and approvals granted from time to time and sale / allot various units comprising in the building/s to any person of its choice.

- N.** The Allottee has inspected the registration of said Project on the website of RERA along with the documents uploaded therein and is satisfied with the same. The Allottee has seen the Land prior to execution of this Agreement. The Allottee has also taken inspection of the said Title Certificate, Commencement Certificate and sanctioned plans as referred above. The Allottee has also inspected plans, designs and specifications prepared by Promoter's Architect and Structural Engineer and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016.
- O.** The Allottee has confirmed that the Allottee is satisfied in all respects with regard to the title of the Promoter in respect of the said Land and further in respect of the said Unit (defined hereinbelow).
- P.** The Allottee/s has/have approached the Promoters and offered to purchase a residential/commercial Flat No. _____ / Shop No. _____, admeasuring _____ Carpet Area, on the _____ Floor, in the project known as " **BHAVESHWAR CALLISTA 1**" being constructed by the Promoters on the said Land (hereinafter referred to as "**the said Unit**") which is more particularly described in **Third Schedule** hereunder for a total consideration of **Rs. _____/- (Rupees _____ only) ("Total Consideration")** and on the terms and conditions hereinafter appearing. The copy of Floor Plan annexed and marked as "**Annexure G**" and the copy of Unit Plan is annexed and marked as "**Annexure H**". The Allottee shall also be entitled to certain limited common area and facilities as per approved plan, appurtenant to the said Unit being balcony, chajja, service slab, terrace area admeasuring _____ sq. mt. at no additional consideration ("**Utilities Area**")
- Q.** At and before the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. _____/- (Rupees _____ Only)** being "**Initial Booking Amount**" for the Purchase of the said Unit agreed to be sold by the Promoter to the Allottee, the receipt whereof the Promoter does hereby admit and acknowledge. The Allottee has agreed to pay to the Promoter balance consideration in the manner hereafter appearing.

- R.** For the purpose of this Agreement, "**Carpet Area**" shall mean as stated in the Real Estate (Regulation and Development) Act, 2016, with the rules thereunder ("**RERA**"), being the net usable floor area of an apartment, excluding, the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.
- S.** The Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for Sale of the said Unit in favour of the Allottee/s, being in fact these presents and also to register said Agreement for Sale under the Registration Act, 1908, the Parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.
- T.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project.

II. NOW THEREFORE, THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREEDBY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PROJECT

- 1.1. The Promoter is fully seized and possessed of Plot No. 10A, Sector 16E, Kalamboli, Navi Mumbai admeasuring area 2,576.92 sq. mtr., as more particularly mentioned in the **First Schedule** hereunder (hereinafter referred to as said "**Land**").
- 1.2. The Promoter has received Commencement Certificate vide Ref No. PMC/TP/Kalamboli/16E/10A/21-22/16268/2273/2022 dated 02.09.2022 (copy of Commencement Certificate dated 02.09.2022 (hereto annexed and marked as "**Annexure C**") for construction of One Residential cum Commercial Building having Ground floor consisting of 27 (twenty seven) commercial units plus 8 (eight) upper floors having 27 (twenty seven) flats i.e in total 54 (fifty-four) cumulative units thereby utilizing total Built Up Area of 3,839.551 sq. mtrs. The plan showing the approved layout of the building as per the Commencement Certificate dated 02.09.2022 is demarcated and marked as "**Annexure D1**".

1.3. Promoter declares that subject to Airport Authority India ("AAI") NOC and necessary approvals from appropriate authorities, Promoter further intends to utilize additional FSI including but not limited to FSI in the form of ancillary FSI/premium FSI/ and / or TDR as made available under UDCPR 2020 on the said Land, thereby proposing to construct **14 (Fourteen) additional floors by utilizing total Built Up FSI of 14644.588 sq. mtrs.** over and above the existing approved plan of Ground + 8 (eight) floors. The plan showing the layout of the proposed part of the Building which is intended to be constructed on the said Land is demarcated and marked as "**Annexure D2**".

1.4. The said entire Building shall be developed under the name "**BHAVESHWAR CALLISTA 1**", and hereinafter be referred to as the said "**Project**"/"**Building**". The said Project/Building is more specifically mentioned in the **Second Schedule**, along with internal amenities and common external amenities as more particularly described in **Fourth Schedule**. The said Project shall be developed in accordance with the plans, designs, specifications approved by competent authority with only such variation as may be required to utilize the total Built Up Area of 14644.588 sq. mtrs.

2. UNIT AND CONSIDERATION

2.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Flat No. _____/ Shop no. _____ admeasuring _____ carpet area, on the _____ Floor, of Building (hereinafter referred to as the said "**Unit**") in the said Project known as "**BHAVESHWAR CALLISTA 1**" being constructed by the Promoters on the said Land at the price and on the terms and conditions hereinafter appearing in this agreement for a total consideration of Rs. _____ (Rupees _____ only) ("**Total Consideration**"). The said Unit is more particularly described in **Third Schedule** hereunder.

2.2. At the request of the Allottee the Promoter has allotted 1 (ONE) covered parking space in the said Project which the Allottee hereby accepts. The said Total Consideration is including the proportionate price of the common areas and facilities and parking spaces.

Or

2.2. Allottees have informed the promoter that he/she does not require any parking space in said project. Accordingly, no reservation of parking is made against said Flat. Allottees undertakes, assures and guarantees not to claim any parking space in said project in future, nor raise any objection to use of parking by other Allottees.

3. MODE OF PAYMENT

3.1. The Allottee agrees and understands that timely payment towards purchase of the said Unit as per payment plan/ schedule hereto is the essence of this Agreement. The Allottee has paid on or before execution of this Agreement a sum of **Rs. _____** **(Rupees _____ only)** as "initial booking amount" at the time of booking and hereby agrees to pay to the Promoter the balance amount of Rs. **Rs. _____** **(Rupees _____ only)** in the following manner:

Sr.no.	WORK	%
1.	BOOKING	10%
2.	AGREEMENT / CC	20%
3.	PLINTH	15%
4.	1 ST SLAB	3.125%
5.	2 ND SLAB	3.125%
6.	3 RD SLAB	3.125%
7.	4 TH SALB	3.125%
8.	5 TH SLAB	2.5%
9.	6 TH SLAB	2.5%
10.	7 TH SLAB	2.5%
11.	8 TH SLAB	2.5%
12.	9 TH SLAB	2.5%
13.	BRICKWORK,	5%
14.	STAIRCASE, LIFT WELLS.....	5%
15.	EXTERNAL PLASTER.....	5%
16.	PAVING AREA.....	10%
17.	O.C.	5%
	TOTAL	100%

3.2. The Allottee shall be liable to pay and hereby agrees to pay to Promoter any statutory taxes (as made applicable or amended from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Allottee shall make over such payment to Promoter within 7 days upon receiving a notice of demand (demand letter) from Promoter.

3.3. Any payments made by the Allottee to the Promoter shall be first appropriated towards GST, then outstanding interest and balance if any, towards the principal sums of the instalments of the said consideration.

3.4. The Total Consideration is exclusive of contribution (being common maintenance

charges as detailed below) and of any statutory levies and taxes as are or will be applicable or payable hereunder in respect of the said Unit. The Allottee confirms and agrees that from the date of possession when the said Unit is handed over to the Allottee, all such taxes, levies and contribution shall be borne and paid by the Allottee.

- 3.5. The Allottee shall deduct tax at source on the consideration amount at the prevailing rate, if applicable and furnish a TDS certificate to the Promoter within the time limit provided under Income Tax Act, 1961.
- 3.6. The receipt for the payments made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account after the Promoter.
- 3.7. The Total Consideration is escalation free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said Notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 3.8. The Allottee shall make payment of the balance amount immediately upon it becoming due, without any delay or demur for any reason whatsoever, failing which the outstanding amount shall carry interest at such rates as prescribed in the law till the time of payment or realization.
- 3.9. Without prejudice to its rights and remedies under this Agreement, the Allottee hereby agrees that in the event that any portion of the Consideration is not paid by the Allottee within the time periods as set out in this Agreement, the Promoter shall have a charge lien on the said Unit to the extent of the unpaid amount, except the cases where non-payment is on account of or attributable to default by the Promoter in compliance of its obligations hereunder.
- 3.10. The Allottee shall also be entitled to proportionate rights in the common areas and facilities appurtenant to the Project. The nature, extent and description of the common areas and facilities which are more particularly described in the Forth Schedule annexed herewith.

4. MODE OF PAYMENT

The Allottee/s shall make all payments of the Total Consideration to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / electronic transfer any other instrument drawn in favour of "M/S Mansh Builder & Developer" A/c No. _____, IFSC NO – _____ with _____ Bank, Branch _____, Navi Mumbai. In case of any financing arrangement entered by the Allottee/s with any financial institution for availing home loan with respect to the said Unit, the Allottee/s undertakes to direct such financial institution to disburse/pay all such amounts towards Total Consideration due and payable to the Promoters through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of " M/S Mansh Builder & Developer" A/c No. _____, IFSC NO – _____ with _____ Bank, Branch _____, Navi Mumbai. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Unit and shall be construed as a breach on the part of the Allottee/s. In case of change of bank account number as mentioned above, the Allottee/s shall make payment as conveyed by Promoters in writing to the Allottee/s.

5. INTEREST ON UNPAID DUE AMOUNT

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly interests, on all the amounts which become due and payable by the Allottee to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee from time to time or on completion of the said Project, and the Allottee has agreed to pay the same as and when demanded before the possession of the said Unit.

6. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE

The Promoters have disclosed the title of the said Land as well as encumbrances, if any, known to the Promoters in the title report of the advocate annexed hereto. The Promoters have also disclosed to the Allottee nature of its right, title and interest or right to construct the said Project, and also given inspection of all documents to the Allottee as required by the law. The Allottee having acquainted himself/herself/themselves with all facts and right of the Promoter and after being satisfied with the same has entered into this Agreement.

7. SPECIFICATIONS AND AMENITIES

The specifications and internal amenities of the Unit to be provided by the Promoter in the said Project and the said Unit are those that are set out in the Fourth Schedule hereunder. Common external amenities for the Project on the said Plot are stated in the Fourth Schedule hereunder. In the Project considering the maintenance and the stability of the building and internal structures, it is herein specifically informed by the consultant of the Promoter to not allow any internal changes. Therefore, as per the policy adopted by the Promoter, there shall be no customization permitted inside the said Unit changes such as civil, electrical, plumbing etc. If any such modification / customization is done by the Allottee after handover of possession by the Developer, it shall be liability of the Allottee only.

8. POSSESSION OF THE UNIT

8.1. Schedule for possession of the said Unit: The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement subject to receipt of Total Consideration and dues of the Promoter and taxes thereon are paid by the Allottee in respect of the said Unit. In terms of these presents, the Promoter, based on the approved plans and specifications, assures to hand over possession of the said Unit by or before **31.12.2027**.

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

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

8.3. Procedure for taking Possession: The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Allottee intimating that the said Unit is ready for use and occupation. The Allottee herein shall inspect the said Unit in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of Total Consideration and dues to the Promoter as per terms and conditions of this Agreement and take the possession of the said Unit within 15 days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges of Rs. 10/- (Rupees Ten only) per sq. ft. per month in advance for 18 months plus GST as applicable to the Promoter/association of Allottees, as the case may be.

8.4. Failure of Allottee to take Possession of Unit: Upon receiving a written

intimation from the Promoter as per clause above, the Allottee shall take possession of the Unit 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 Unit to the Allottee. In case the Allottee fails or commits delay in taking possession of said Unit within the time provided in clause above, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Unit and the Promoter shall not be liable for the maintenance, wear and tear of the said Unit.

8.5. Compensation: Except for occurrence of the events stating herein above, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason not attributable to the acts of Promoter; the Promoter shall be liable, on demand, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with the interest as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Unit.

9. TIME IS ESSENCE

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Unit to the Allottee and the common areas to the association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate or both as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per payment table in this Agreement.

10. TERMINATION OF AGREEMENT

10.1. Without prejudice to the right of Promoter to charge interest in terms of clause no. 5 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment reminders, the Promoter shall at his own option, terminate this Agreement. Provided that, Promoter shall give notice

of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

10.2. In case of termination of this Agreement, the Promoter may forfeit up to 10% of Agreement value as damages towards cancellation (hereinafter referred to as "the pre-determined damages") accepted by Allottee as being reasonable and fair estimate from the consideration amount paid by Allottee till the date of termination and shall refund the balance amount to the Allottee. Such refund to the Allottee shall be within 30 days of termination. Further, Allottee shall not be entitled to claim refund from the Promoter the amounts paid by the Allottee to the government namely GST, stamp duty, registration and legal charges. Since the Allottee has defaulted, the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. Upon termination of this Agreement Promoter shall be at liberty to dispose of and sell the Unit to such person and at such price as the Promoter may in his absolute discretion think fit. However, in case Allottee challenges such termination before any authority then Promoter shall be entitled to hold the refund till conclusion of such dispute.

10.3. For whatsoever reason if the Allottee herein, without any default or breach on his/her/their part, is desirous to terminate this Agreement/transaction in respect of the said Unit then, the Allottee herein shall issue a prior written notice to the Promoter as to the intention of the Allottee and on such receipt of notice the Promoter herein shall be entitled to deal with the said Unit with prospective buyers. After receipt of such notice of intention to terminate this Agreement from the Allottee, the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee shall be entitled to receive the refund of consideration, subject to terms of this Agreement and applicable provision of RERA Act and the rules thereunder.

10.4. It is specifically agreed between the Parties hereto that, if the transaction in respect of the said Unit between the Promoter and Allottee herein is terminated as herein above written then all the instruments under whatsoever head executed between the Parties hereto or between the Promoter and Allottee herein, in respect of the said Unit, shall stand automatically cancelled and either Party shall have no right, title, interest or claim against each other except as provided hereinafter.

11. DEFECT LIABILITY

If within a period of Five (5) years from the date of handing over the Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Unit or the Building in which the 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 Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

12. FORMATION OF COMMON ORGANISATION FOR THE PROJECT

12.1. Considering the Promoter herein is carrying on the construction/development on the said Land as aforesaid and further to carry out the maintenance of Project and common external amenities and facilities more conveniently, there shall be an Association of Allottees as a Co-operative Society or Company (hereinafter referred to as "**Common Organization**") which may be formed by prevailing local laws as may be applicable to the said Project, which the Promoter shall decide as suitable for the Unit holders in the said Project which is under construction on the said Land.

12.2. The Allottee along with other Allottees of units in the Project shall join in forming and registering the said Common Organization 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 Common Organization for becoming a member, including the bye-laws of the proposed Common Organization and duly fill, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Common Organization of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws or the memorandum and/or articles of association, as may be required by the Registrar of such Common Organization, as the case may be, or any other competent authority.

12.3. The Promoter shall, within 3 months from the date of completion of the said Project including utilizing FSI as stated in Clause 1 above and (as per Occupancy Certificate issued by Competent Authority) and upon all the Allottees of the Project taking over the possession of their respective units, cause to convey to the Common Organization the said Land along-with the building, thereon.

13. COMMON MAINTENANCE CHARGES

- 13.1. After the Promoter gives intimation in writing to the Allottee that the said Unit is ready for use and occupation, the Allottee shall be liable to pay for proportionate shares of outgoings to local authority and/or Government such dues shall be paid within 15 days of such intimation in respect of the said Land and Project namely water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security, sweepers and all other expense necessary and incidental to the management and maintenance of the Project of the said Land. Such proportionate share of expense shall be calculated on the basis of carpet area of the said Unit.
- 13.2. The Allottee shall pay to the Promoter advance maintenance /deposit of such an amount that is along with the applicable GST as common maintenance charges for upkeep and maintenance of common areas and facilities in the said building (like electricity of common areas, security, property tax, maintenance of common areas, salaries) until conveyance of said land is executed in favor of the Common Organization, subject to a maximum period of eighteen months from the date of notice specified herein. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance is executed in favor of the Common Organization as aforesaid. The Allottee undertakes to pay such contribution within fifteen days of receiving notice that the said Unit is ready for possession and shall not withhold the same for any reason whatsoever. Provided that if the Allottee does not pay its share of the common maintenance charges within 15 days of receiving the notice of demand in this regard then the Promoter shall be entitled to levy interest on such delayed payment from the date when the payment is due till the date of actual payment, as prescribed under MAHA RERA and rules made thereunder.
- 13.3. That the Promoter shall not be liable to repair or maintain the common areas like staircase, lifts, lobbies if these are damaged by the Allottee while shifting goods or while getting interior work done in the Unit purchased. The Allottee shall be liable to restore the original position of damaged areas at his own cost and effort.
- 13.4. Where the Allottee has to make any payment in common with other Allottees in said Project, the same shall be in proportion which the carpet area of the said Unit bears to the total carpet area of all units in the said Land.
- 13.5. The Promoter shall be liable to maintain a separate bank account for the purpose of collecting the above-mentioned deposit and yearly/monthly maintenance charges along with applicable GST. All expenses towards maintenance shall be paid from such bank account till the Common Organization is formed and thereafter such bank

account shall be closed and entire accounts and amount if any therein shall be handed over by the Promoter to the Common Organization. In case of any deficit in the account the Promoter shall be entitled to collect the deficit proportionately from the Common Organization before conveyance of said Land.

13.6. All costs, charges and expenses in connection with the formation of Common Organization, the professional cost of the Advocates or Solicitors for preparing all legal documents shall be borne by the Allottee in proportion to the carpet area of the said Unit. The Promoter shall contribute towards such expenses only to the extent of unsold units which are retained by the Promoter.

13.7. Provided that the cost of conveyance of the said Land to common organization shall be borne by the Allottees collectively and they shall come forward to accept conveyance of the said Land in the name of Common Organization formed within 15 days of receiving intimation for such conveyance from the Promoter. The common external amenities as specified in **Fourth Schedule** shall be conveyed to the Common Organization upon completion of development of the said Project on the said Land.

14. PAYMENT OF TAXES, CESSSES, OUTGOINGS

14.1. The Allottee herein is well aware that the Government of India has imposed GST on construction cost and which construction cost is to be determined as provided under the aforesaid act. The responsibility to pay the aforesaid tax from time to time to the Government has been imposed on the Promoter and hence it is agreed between the parties hereto that the Allottee herein shall bear and pay the aforesaid tax amount on every instalment of payment of Total Consideration on time.

14.2. If at any time, after execution of this Agreement, GST is imposed/increased under respective statute by the Central and State Government respectively and further at any time before or after execution of this agreement. Any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called is levied or recovered or becomes payable under any statute/rule /regulation/notification/order either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said Unit or this agreement or the transaction herein, the same shall exclusively be paid/borne by the Allottee. The Allottee hereby, always indemnifies the Promoter from all such levies, cost and consequences, provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- 14.3. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Unit 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 Unit) of outgoings in respect of the Land and Project namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, electricity usage, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Land and Project. Until the Common Organization is formed and the said structure of the Building is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. 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 Common Organization as aforesaid. On such conveyance/assignment or lease being executed for the structure of the Building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Common Organization, as the case may be.
- 14.4. Notwithstanding anything stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will always be on Allottee of the said Unit and if for whatsoever reason, the respective Recovering Authority recovers the same from the Promoter then in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee along with interest and Allottee herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee in writing. It is further specifically agreed that aforesaid encumbrance shall be on said Unit being first charge of the Promoter. The Allottee herein with due-diligence has accepted the aforesaid condition.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- 15.1. The Promoter has clear and marketable title with respect to the Land as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the Land and also has actual, physical and legal possession of the Land for the implementation of the Project.
- 15.2. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.

15.3. There are no litigations pending before any Court of Law with respect to Land or Project except those disclosed in the title report.

15.4. The Promoter has disclosed all drawings, sale plans, other drawings as given to the Promoter by the appointed Architect, Structural Consultants and any other consultants appointed by the promoter to the Allottee and the Allottee is aware that professional liability has been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the Allottee and based on these said details of the drawings any of the calculations and areas shown, the Allottee has agreed to take the said Unit.

15.5. All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas.

15.6. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein may prejudicially be affected.

15.7. 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 Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement.

15.8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement.

15.9. At the time of execution of the conveyance deed/assignment of the structure to Common Organization of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project to the Common Organization of the Allottees.

15.10. 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.

15.11. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received or served upon the Promoter in respect of the Land and/or the Project.

16. COVENANTS AS TO USE OF SAID UNIT

The Allottee with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter as follows for the said Unit and also the said Project in which the said Unit is situated:

16.1. To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the 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 Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

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

16.3. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit 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 Unit is situated or the Unit which may be contrary to the rules and regulations and byelaws 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.

16.4. Not to demolish or cause to be demolished the 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers,

drains and pipes in the 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 Unit is situated and shall not chisel/ core-cut or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Unit without the prior written permission of the Promoter and/or the Common Organization.

16.5. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Land and the Building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

16.6. 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 Land and the building in which the Unit is situated.

16.7. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Unit is situated.

16.8. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Allottee for any purposes other than for purpose for which it is sold.

16.9. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

16.10. The Allottee shall observe and perform all the rules and regulations which the Common Organization 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 Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Common Organization regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- 16.11. Till the conveyance of the structure of the building in which Unit is situated is executed in favour of Common Organization, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- 16.12. The Promoter and/or its agent shall at all times be allowed to enter the said Building and the Land to show the unsold shops and flats in the said Building to potential buyers until such time all units are sold.
- 16.13. That the Allottee shall indemnify and keep indemnifying the Promoter towards or against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee.
- 16.14. That nothing herein contained shall construe as entitling the Allottee any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc. of the remaining portion of the proposed Project layout unless specifically agreed and consideration dispensed by the Allottee to the Promoter in this regard.
- 16.15. That the parking spaces allotted to the Allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle. That this has been clearly made aware to the Allottee and the same has been agreed by the Allottee to follow.

17. RESTRICTIVE COVENANT

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 unless all amounts as agreed upon in this agreement is paid by the Allottee to the Promoter and unless this agreement is duly stamped under the Maharashtra Stamp Act, 1958 and registered under the Registration Act, 1908. The Allottee shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him. All open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said building is handed over to the entity of Allottees.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

The Allottee hereby grants their consent to the Promoter for availing such loan and /or financial assistance on such terms and conditions as the Promoter may deem fit and proper subject to the repayment thereof by the Promoter. After the

Promoter 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 Allottee who has taken or agreed to take such said Unit.

19. SEPARATE ACCOUNT FOR SUMS RECEIVED

19.1. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee towards total consideration of the said Unit and as advance or deposit, sums received on account of the share capital for the formation of the Common Organization, towards the out goings, legal charges etc.

19.2. Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee and utilise the same as contemplated and permitted under the said act and rules and regulations made thereunder.

20. NAME OF THE PROJECT

20.1. 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 " **BHAVESHWAR CALLISTA 1** " and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on the building and at the entrances of the scheme. The Allottees in the said Project or proposed Common Organization are not entitled to change the aforesaid Project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

20.2. The Developer is also entitled to put/fix permanent attractive signboard, glow sign, name of the building, name of the Project and brand name of the Promoter at the gate and/or on the plot and/or on the Building.

21. NOTICE

21.1. Upon an installment becoming due, the Promoter shall issue a notice of demand cum Invoice giving maximum 15 days' time from date of notice to Allottee for making the payment of installment. The said notice of demand shall be accompanied by certificate from the architect certifying the satisfactory completion of the stage of work for which the payment is due.

21.2. All notices including notice of demand to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Allottee and the Promoter by Registered Post A.D/ Speed Post and notified mail ID at their addresses specified below. Such delivery of mail or dispatch of post shall be treated as sufficient compliance from the Promoter. Thereafter, the Allottee shall be barred from claiming the non-receipt of the notice of demand.

Name & Address (Allottee) _____

Email: _____

Name & Address (Promoter) M/s. Mansh Builder & Developer

Address: Plot No. 10A, Sector-16E, Kalamboli-410218.

Email: manshbuilder@gmail.com

21.3. Upon handing over of the possession of the Unit to the Allottee under this agreement, all the notices on the Allottee shall be served at the address specified hereinabove unless there is a specific written request to revise the address for communication.

22. ENTIRE AGREEMENT AND RIGHT TO AMEND

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit. This Agreement may only be amended through written consent of the Parties.

23. MEASUREMENT OF THE CARPET AREA OF THE SAID UNIT

The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Unit 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 Architect of the Project. If there is any reduction in the Carpet Area within the defined limit then Promoter shall refund the excess money paid by Allottee within 54 (fifty-four) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement. That in such a case, the Parties hereto agree

that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES

24.1. 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 Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

24.2. That the Allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee to the Promoter for the same; save and except his right to enjoy and use the Unit purchased by him and any other rights given by the Promoter to the Allottee for which consideration has been dispensed.

25. REGISTRATION OF THIS AGREEMENT

The Promoter herein shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

26. WAIVER NOT A LIMITATION TO ENFORCE

26.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Consideration Table including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

26.2. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

27. DISPUTE RESOLUTION

If any dispute or differences arises out of or in relation to this Agreement then the both the Parties shall endeavor to discuss the matter amicably and shall negotiate in good faith to endeavor to resolve the matter by mutual discussion. If any dispute arising has not been resolved by the Parties within fifteen (15) days after the date of dispute raised, the Party raising the dispute shall give written notice of it to the other Party then the matter shall be submitted by either party to the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

28. GOVERNING LAW AND JURISDICTION

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. All disputes concerning this agreement shall be subject to the jurisdiction of courts in Panvel.

29. JOINT ALLOTTEES

That in case there are joint allottees, they shall be considered as joint and severable Allottees for the purpose of these clauses in this Agreement and all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

30. INVESTOR CLAUSE

In the event, Allottee has purchased the said Unit as an Investor and intends to sell the said unit within a period of 3 years from the date of this Agreement, then in such case, Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 1958. Without prejudice to the Allottee's right as an Investor, the Allottee may continue to hold the said Unit like any other Allottee if he does not sell it within 3 year.

IN WITNESS WHEREOF PARTIES HEREINABOVE 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.

FIRST SCHEDULE

(Land Schedule)

ALL THAT piece or parcel of leasehold land known Plot No.10A, Sector 16E, Kalamboli, Navi Mumbai admeasuring area 2,576.92 sq. mtr. within the limits of Panvel Municipal Corporation and jurisdiction of Registrar of Raigad and bounded as follows:

- On or towards the North : 30.00 Meter Wide Road
- On or towards the South : 15.00 Meter Wide Road
- On or towards the West : 20.00 Meter Wide Road
- On or towards the East : Plot No. 10B

SECOND SCHEDULE

(Approved Project Schedule)

1 (One) Residential cum Commercial Building Ground consisting of 27 (twenty seven) commercial units having built up area of 1069.18 sq. meters plus 8 (eight) upper floors, consisting of 27 (twenty seven) Flat having built up area of 2,770.371 sq. meters i.e. in total 54 (fifty-four) cumulative units thereby presently utilizing Built Up Area of 3,839.551 sq. meters. out of the total Built up Area of 14644.588 sq. meters.

(Proposed Project Schedule)

1 (One) Residential cum Commercial Building, Ground consisting of 27 (Twenty Seven) commercial units plus 22 (Twenty Two) upper floors, consisting of 144 (One Hundred Fourt Four) flats i.e. in total 171 cumulative units thereby utilizing Built Up Area of 14644.588sq. meters to be named as BHAVESHWAR CALLISTA 1

THIRD SCHEDULE

(Unit Schedule)

Flat No. _____ / **Shop No.** _____ admeasuring _____ RERA carpet area, _____ balcony, chajja, service slab, terrace area(Utilities Area), on the _____ Floor, (hereinafter referred to as the said "**Unit**") in the said Project known as " BHAVESHWAR CALLISTA 1" to be constructed on the said Land.

FOURTH SCHEDULE

(List of internal Amenities)

(List of External Amenities)

SIGNED AND DELIVERED		
BY WITHIN NAMED "PROMOTER"		
M/S MANSH BUILDER & DEVELOPER bearing PAN ABEFM4388A Through its Partner Mr. Dinesh Laxman Chambaria		
SIGNATURE	PHOTOGRAPH	LEFT HAND THUMB IMPRESSION
SIGNED AND DELIVERED		
BY WITHIN NAMED "Allottee"		
Name:		
SIGNATURE	PHOTOGRAPH	LEFT HAND THUMB IMPRESSION

WITNESSES:

1.
2.

List of Annexures

Sr.no.	Annexure No.	Document
1.	Annexure A	A copy of plan of Land surrounded by red coloured boundary
2.	Annexure B	Copy of Index 2 of the said Agreement to Lease dated 02.09.2021
3.	Annexure C	Copy of Commencement Certificate for the said Project
4.	Annexure D1	Copy of plan showing the layout of the approved Project
5.	Annexure D2	Copy of plan showing the layout of the proposed Project
6.	Annexure E	Copy of said Title Certificate
7.	Annexure F	Copy of RERA registration Certificate
8.	Annexure G	Copy of Floor Plan
9.	Annexure H	Copy of Unit Plan

PAYMENT RECEIPT

Received from _____ on this _____ date a sum of **Rs.**
_____**/- (Rupees _____ Only)** vide Cheque No.
" _____ " drawn on _____ Bank, dated _____ as
and by way of Initial Booking Amount out of the Total agreed Consideration of Rs.
_____ (Rupees _____ Only) in respect of the purchase of unit
being **Flat No.** _____ **and/or Shop No.** _____,
admeasuring _____ carpet area, on the _____ Floor,
(hereinafter referred to as "**the said Unit**") in the said Project known as "
BHAVESHWAR CALLISTA 1", constructed on all that piece and parcel of land bearing
Plot No. 10A, Sector 16E, Kalamboli, Navi Mumbai admeasuring area 2576.92 sq. mtr.
or thereabouts.

WE SAY RECEIVED

M/S MANSH BUILDER & DEVELOPER

Through its Partner

Mr. Dinesh Laxman Chambaria

WITNESSES:

1.

2.

Place: Navi Mumbai

Date