

AGREEMENT FOR SALE

**FLAT NO _____ on _____ FLOOR,
BLDG. KNOWN AS "MAHAVIR VRINDAVAN"
PLOT NO.280, SECTOR-24, PUSHPAK-WAHAL.
ULWE, TAL. PANVEL, DIST. RAIGAD-410206.**

Agreement Value: Rs. _____

Carpet Area: _____ Sq. Mtrs, Enclosed.Bal: _____ Sq. Mtrs

THIS AGREEMENT FOR SALE is made and entered into at Panvel on this ____ day of _____, 2019 between **M/S. MAHAVIR CONSTRUCTION (PAN NO: ABCFM6750G)**, a registered partnership firm under the provision of the Indian Partnership Act 1932, through its partners **1) MR. NARENDRA MOOLCHAND KOTHARI**, and **2) MR. NITESH LAXMILAL SINGHVI**, having its place of business at Shop no. 3, Shiv Darshan CHS Ltd., Plot No. 48, TPSV CTS No. 99, Prabhat Colony, Road No. 2, Santacruz (East) Mumbai-400055, are referred to as **"THE PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said Firm, the survivors or survivor of them and their respective heirs, executors, administrators of the last such surviving partner and their or his assigns and heirs, executors and administrators and assigns) **OF THE ONE PART**

AND

MR. _____ (PAN NO. _____) Aged about ____ **Years** & **MRS. _____ (PAN NO. _____)**, Aged about ____ **Years** having their address at- _____, hereinafter 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 heirs, executors and administrators and assigns) **OF THE OTHER PART.**

AND

1) MR. DINESH KASHINATH TELANGE, 2) MR. KIRAN KASHINATH TELANGE, 3) SMT. KUSUM KASHINATH TELANGE, All Adult, Indian Inhabitant residing At.Post. Ulwa, Taluka Panvel, District Raigad 410206, hereinafter called **“THE CONFIRMING PARTY ”** (which expression shall unless repugnant to the context or meaning thereof shall mean and includes his heirs, executors, administrators and assigns) of the **THIRD PART.**

WHEREAS THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, is a company incorporated under the Companies Act, 1956 (1 of 1956) (hereinafter referred to as **“THE CORPORATION”**) and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400 021.

AND WHEREAS The Corporation is the New Town Development Authority for the area designated as site for the New Towns of Navi Mumbai, as declared by the Government of Maharashtra in the exercise of its powers under the provision of Sub Section (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No.-XXXVII of 1966) (hereinafter referred to as **“THE MRTP ACT 1966”**).

AND WHEREAS the State Government, as per Section 113(A) of the said MRTP Act, 1966, acquired lands described therein and vested such lands in the Corporation for development and disposal.

AND WHEREAS the Corporation, as a part of the development of Navi Mumbai, has decided to establish an International Airport namely “Navi Mumbai International Airport” with the approval of the State and Central Government, (hereinafter referred to as the “Project” which includes development of land for the purpose allied thereto).

AND WHEREAS Except for land(s) already in possession of the Corporation, the remaining private land(s), required for the Project, were notified for acquisition before 01.01.2014 under the erstwhile Land Acquisition Act, 1894 (hereinafter referred to as the **“LA ACT, 1894”**) by the State Government.

AND WHEREAS the Right to Fair Compensation and Transparency in and Acquisition Rehabilitation and Resettlement Act, 2013 (hereinafter referred to as the “**LARR ACT, 2013**”) came into force w.e.f.01.01.2014 replacing the La Act, 1894. Although the land for the Project was notified under the LA Act 1894, awards under Section 11 of the LA Act, 1894 have not been declared for certain lands as on 01.01.2014. Therefore, as per Section 24 of the LARR Act, 2013, the determination of compensation for such lands shall be in conformity with the LARR Act, 2013.

AND WHEREAS pursuant to Section 108 (1) and 108 (2) of the LARR Act, 2013, the State Government vide Govt. Resolution Urban Development Dept. No. CID-1812/CR-274/UD-10 dated 1st March, 2014 (hereinafter referred to as the “**G.R. dated 01.03.2014**”) (Rehabilitation & Resettlement Scheme) has, in lieu of monetary compensation, provided for higher and better compensation in the form of developed plots to the land owners, whose lands are to be acquired for the Project. Accordingly, the Corporation is obliged to allot a plot to the land owner concerned if he has opted for compensation in the form of developed plot in lieu of monetary compensation.

AND WHEREAS there are some structures erected on the land already acquired and in possession of the Corporation. These structures are also required to be shifted due to the project. The State Government vide Govt. Resolution of Urban Development Dept. No. CID-1812/CR-274/UD-10 dated 28th May 2014 (hereinafter referred to as the “**G.R. dated 28.05.2014**”) has taken the decision to grant plots and other benefits to the concerned structure owners for their resettlement as a Special Case. In accordance with, the Govt. Resolution Revenue and Forest Dept. No. RPA-2014/CR-52/R-3 dated 25th June 2014 (hereinafter referred to as the “**G.R. dated 25.06.2014**”), the District Rehabilitation Officer has been authorized to determine the eligibility of the structure owners, whose structures are situated on the land possessed by the Corporation and required to be shifted as stated hereinabove, with the approval of the Collector Raigad. As per G. R. dated 25.06.2014, the plots are to be allotted by the Corporation as per the applicable provisions of G. R. dated 01.03.2014, G. R. dated 28.05.2014 and as per circular issued by the Corporation bearing no. “CIDCO/Vya.Sa./Aa. Vi.Ta.2014” dated 19.09.2014 and as determined by the District Rehabilitation Officer Raigad, with the approval of the Collector Raigad, or as per the award declared by the Deputy Collector (Land Acquisition), as the case may be.

AND WHEREAS the Original Licensee 1) MR. Dinesh Kashinath Telange, 2) Mr. Kiran Kashinath Telange, 3) Smt. Kusum Kashinath Telange was having un-authorised structure on the land possessed by the Corporation at Village ULWA, Taluka Panvel which is required to be shifted due to development of the project. The Collector Raigad vide his order No. Resettlement/P-2/N.M.V.Village Ulwe/2015 /3484 dated 10/08/2015 held that the Original Licensee is entitled for allotment of Land for resettlement and other benefits thereon. The Collector Raigad vide his order No. NIL dated 10/08/2015 determined eligible the Licensee for grant of a plot of 700 sq. mtr. for resettlement and other benefits as per Govt. Resolution dated 28th May 2014 hereinabove mentioned. The relevant details of the structure of the Licensee mentioned in the order of the Collector Raigad, eligibility determined etc. is reproduced as under:

Relevant Details of the Structure(s)

Order No	Name of the Structure Owner	Building No. as per Survey	Structure No. as Per Survey	Use of Structure	Area Admissible For Determining	Area of the plot to be allotted jointly
ULV-ICIG-223	MR. DINESH KASHINATH TELANGE MR. KIRAN KASHINATH TELANGE SMT. KUSUM KASHINATH TELANGE	223	UL-472 UL-472A, UL-473	Residential	275.72	700

AND WHEREAS as per direction of the State Government vide G. R. dated 28.05.2014, referred to hereinabove, and as per the order passed by the Collector Raigad, the Corporation has allotted to the Original Licensee, vide its Allotment Letter No. 2015/3484 dated 10.08.2015, a piece and parcel of land which is more particularly described in the **First Schedule** hereunder written and more particularly delineated by a red colour boundary on the plan annexed hereto as **ANNEXURE “1”**, (hereinafter referred to as the “**said Project Land**”)

for the purpose of constructing a building or buildings on the terms and conditions contained in the Agreement of Lease dated 16.07.2018.

Description of Land Allotted

Place/Node	Plot No.	Sector No.	Area in Sq.mtr.	Admissible FSI
PUSHPAK VAHAL	280	24	700	1.5

AND WHEREAS on 16.07.2018, the Original Licensee has paid to the Corporation a sum of Rs.60/- (Rupees Sixty Only) being “Lease Rent” for the period of 60 (Sixty) years at the rate of Rs.1/- per annum as per the letters from the Urban Development Dept. bearing Dept. No. CID-1812/CR-274/UD-10 dated 18th August, 2014 and No. CID-1812/CR-274/UD-10 dated 6th October, 2015.

AND WHEREAS pursuant to Agreement to Lease dated 16.07.2018 executed by and between the Corporation therein referred to as the Licensor of the One Part and 1) MR. DINESH KASHINATH TELANGE, 2) MR. KIRAN KASHINATH TELANGE, 3) SMT KUSUM KASHINATH TELANGE therein referred to as the Licensee of the Other Part, former granted to the later, until the grant of lease as described in the Agreement to Lease, for period of Six years the later shall have only license and authority to enter upon the said Land for the purpose of constructing a building or buildings on the terms and conditions as set out in the Agreement to Lease dated 16.07.2018. The said Agreement to Lease dated 16.07.2018 is registered with the Office of the Sub Registrar of Assurance at Panvel-3 under Serial No. PVL-3-7880-2018 on 16.07.2018 and under Registration Receipt No.9730 dated 20.07.2018.

AND WHEREAS on 27.08.2018, the Corporation handed over the possession of the said Land to the Original Licensees 1) MR. DINESH KASHINATH TELANGE, 2) MR. KIRAN KASHINATH TELANGE, 3) SMT KUSUM KASHINATH TELANGE under scheme of Rehabilitation & Resettlement vide Possession Receipt dated 27.08.2018.

AND WHEREAS the Original Licensee was lacking of knowledge and expertise and also had no sufficient funds for development of the said Land had requested M/s. Mahavir Construction through its partners Mr. Narendra Moolchand Kothari and Mr. Nitesh Laxmilal Singhvi to develop the said Land jointly and agreed to transfer his 50% undivided share, right, title and interest in the said Land and the benefits of the Agreement to Lease dated 16.07.2018

to M/s Mahavir Construction through its partners Mr. Narendra Moolchand Kothari and Mr. Nitesh Laxmilal Singhvi. The Original Licensee approached the Corporation for the permission to transfer 50% share, right, title and interest in said Land in the name of M/s. Mahavir Construction through its partners Mr. Narendara Moolchand Kothari and Mr. Nitesh Laxmilal Singhvi.

AND WHEREAS pursuant to the Triparte Agreement dated 10th May, 2019 executed by and between the Corporation therein referred to as the Lessor of the First Part, 1) Mr. Dinesh Kashinath Telange, 2) Mr. Kiran Kashinath Telange, 3) Smt. Kusum Kashinath Telange therein referred to as the Original Licensee of the Second Part and M/s. Mahavir Construction through its partners Mr. Narendara Moolchand Kothari and Mr. Nitesh Laxmilal Singhvi therein in referred to as the New Licensee of the Third Part, with the permission of the Corporation, the Original Licensee sold, transferred and conveyed 50% undivided share, right, title and interest in the said Land and the benefits under the said Agreement to Lease dated 16.07.2018 to the New Licensee for consideration and upon the terms and conditions set out therein. The said Triparte Agreement dated 10.05.2019 is registered with the Office of the Sub- Registrar of Assurances at Panvel-2 under Serial No. PVL-2-5654-2019 and under the Registration Receipt No. 6639 dated 10.05.2019.

AND WHEREAS CIDCO vide Letter bearing No.CIDCO/Rehabilitation & Resettlement/NMAV/ULWE/2019/1790 dated 17.06.2019 recorded name of M/s. Mahavir Construction through its partners Mr. Narendra Moolchand Kothari and Mr. Nitesh Laxmilal Singhvi for 50% undivided share, right, title and interest in the said Land jointly with the Original Licensee.

AND WHEREAS by virtue of the aforesaid Agreement to Lease dated 16.07.2018, Tripartite Agreement dated 10.05.2019 and Letter bearing No.CIDCO/Rehabilitation & Resettlement/NMAV/ULWE/2019/1790 dated 17.06.2019, M/s. Mahavir Construction through its partners Mr. Narendra Moolchand Kothari and Mr. Nitesh Laxmilal Singhvi and Mr. Dinesh Kashinath Telange, & Mr. Kiran Kashinath Telange, & Smt Kusum Kashinath Telange are jointly absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Land being Plot No. 280, Sector 24, Node Pushpak, Village Vahal, Taluka Panvel, District Raigad admeasuring 700 sq. mtrs. (hereinafter for sake of brevity referred to as the **“said Project Land”**) more particularly described in the **First Schedule** hereunder written and are entitled to develop the said Project Land by constructing building/s on the said Project Land in accordance with the recitals hereinabove;

AND WHEREAS M/s. Mahavir Construction through its partners Mr. Narendra Moolchand Kothari and Mr. Nitesh Laxmilal Singhvi and & Mr. Dinesh Kashinath Telange, & Mr. Kiran Kashinath Telange, & Smt Kusum Kashinath Telange are in possession of the said Project Land;

AND WHEREAS M/s. Mahavir Construction through its partners Mr. Narendra Moolchand Kothari and Mr. Nitesh Laxmilal Singhvi applied to the Corporation for permission to develop the said Project Land by constructing Residential cum Commercial building consisting of **Ground Floor and Six (6) Upper Floors** consisting of **34 Units of Residential Flats** and **4 Commercial Units** and have submitted plans and specification of proposed the building to be constructed on the said Project Land for sanction and approval.

AND WHEREAS the Allottee(s) are offered a **Flat** bearing number _____ on the _____ floor, (hereinafter referred to as the said “Flat/Shop”) in the Building known as **“MAHAVIR VRINDAVAN”** (hereinafter referred to as the said “Building”) being constructed on the said Project Land by the Promoters.

AND WHEREAS the Promoters have entered into a Standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Promoters have appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

AND WHEREAS the Promoters have sole and exclusive right to sell the Flats/ Shops in the proposed building(s) to be constructed by the Promoters on the said Project Land and to enter into Agreement/s with the Allottee(s)/s of the said Flats/Shops and to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said Project Land and the plans, designs and specifications prepared by the Promoter’s Architects **M/s. Atul Patel 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 there under;

AND WHEREAS the authenticated copy of Certificate of Title issued by the Advocate of the Promoters, the Corporation's Allotment Letter No. 2015/3484 dated 10/08/2015 issued allotment to the Original Licensee 1) Mr. Dinesh Kashinath Telange, 2) Mr. Kiran Kashinath Telange, 3) Smt. Kusum Kashinath Telange, Possession Receipt dated 27.08.2018 issued by the Corporation in favour of the Original Licensee 1) Mr. Dinesh Kashinath Telange, 2) Mr. Kiran Kashinath Telange, 3) Smt. Kusum Kashinath Telange, Final Order dated 17.06.2019 bearing reference no. CIDCO/Rehabilitation & Resettlement Scheme/NMAV/Uiwe/2019/1790 issued to M/s. Mahavir Construction through its partners Mr. Narendra Moolchand Kothari and Mr. Nitesh Laxmilal Singhvi and Mr. Dinesh Kashinath Telange, & Mr. Kiran Kashinath Telange, & Smt. Kusum Kashinath Telange, showing the nature of the title of the Promoter to the said Project Land on which the Flats/Shops are constructed or are to be constructed have been annexed hereto and marked as **ANNEXURE "A"**, respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **ANNEXURE "B"**.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said Project Land have been annexed hereto and marked as **ANNEXURE "C"**.

AND WHEREAS the authenticated copies of the plans and specifications of the Flats/Shops agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **ANNEXURE "D"**.

AND WHEREAS the Promoters have 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 balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said 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.

AND WHEREAS the Corporation vide **Commencement Certificate** dated 330/08/2019 bearing reference no. CIDCO/BP-16971/TPO(NM & K)/2019/5378 granted permission under Section 45 of the Maharashtra Regional and Town Planning Act, 1966 (MaharashtraXXXVII) of 1966 to M/s. Mahavir Construction through its partners Mr. Narendra Moolchand Kothari and Mr. Nitesh Laxmilal Singhvi and Mr. Dinesh Kashinath Telange, & Mr. Kiran Kashinath Telange, & Smt. Kusum Kashinath Telange the Promoters herein and the Promoters have accordingly commenced construction of the said building/s in accordance with the said approved plans, .

AND WHEREAS the Allottee/s has applied to the Promoters for allotment of a **Flats No. _____ on _____ Floor** in the said building known as “**MAHAVIR VRINDAVAN**” being constructed of the said Project Land.

AND WHEREAS the carpet area of the said **Flat** is _____ Sq. Mtrs, and Enclosed Balcony _____ Sq. Mtrs., “Carpet Area” means the net usable floor area of Flat/Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Shop for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat/Shop for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat/Shop.

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

AND WHEREAS prior to the execution of these presents, the Allottee/s has/have paid to the Promoters a sum of _____/- (**Rupees _____ Only**), being part payment of the sale consideration of the Flat/Shop agreed to be sold by the Promoters to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay

to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS the Promoters has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra No. _____; the authenticated copy of the certificate is annexed herewith as “**ANNEXURE “E”**”;

AND WHEREAS under Section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Flat/Shop with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee/s hereby agrees to purchase the said Flat/Shop.

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

- 1) The recitals contained hereinabove form an integral and operative part of this Agreement as if the same are incorporated herein verbatim.
- 1.1) The Promoters shall construct the said building consisting of **Ground and Six upper floors** on the said Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Flat/Shop of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

1 (a) The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s the said **Flat/Shop No. _____ admeasuring Carpet Area _____ Sq. Mtrs., and Enclosed Balcony _____ Sq. Mtrs., on _____ Floor in the said building known as “MAHAVIR VRINDAVAN”** hereinafter referred to as “the said Flat/Shop” 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 the consideration of **Rs. _____/-**
(Rupees _____ Only), including being the proportionate price of the common areas and facilities appurtenant premises.

(b) The Allottee/s have paid on or before execution of this agreement a sum of **Rs. _____ /- (Rupees _____ Only)**, as advance payment or application fee and hereby agrees to pay to the Promoters the balance consideration amount of **Rs. _____ /- (Rupees _____ Only)** in the following manner:-

(c)

PAYMENT SCHEDULE

SR. NO.	PARTICULARS	PERCENT
1.	On Booking of Flat	10%
2.	Agreement	20%
3.	On or before Completion of Plinth Works	15%
4.	On or before Completion of 1 st Slab	04%
5.	On or before Completion of 2 nd Slab	04%
6.	On or before Completion of 3 rd Slab	04%
7.	On or before Completion of 4 th Slab	04%
8.	On or before Completion of 5 th Slab	04%
9.	On or before Completion of 6 th Slab	04%
10.	On or before Completion of 7 th Slab	04%
11.	On or before Completion of Brick works,	10%
12.	On or before Completion of plaster work	05%
13.	On or before Completion of Electrical, Flooring Works, Styling Works, Flooring, Colouring	07%
14.	On Possession flat	05%
	TOTAL	100%

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottees shall make all payments, on demand by the Promoters, within the stipulated time as mentioned in the payment schedule through account payee cheque/demand draft or online payment in favour of **“M/S. MAHAVIR CONSTRUCTION”**, payable at Navi Mumbai.

1 (d) The Total Purchase Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Flat/Shop.

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

1 (f) The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments @ 6% (Six Percent) per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoters.

1 (g) 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters 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 any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at

the same rate per square meter as agreed in Clause 1 (a) of this Agreement.

1 (h) The Allottee/s authorizes the Promoters 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 Promoters may in its sole discretion deem fit and the Allottee/s undertake not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.

2.1 The Promoters 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 Flat/Shop to the Allottee/s, obtain from the concerned local authority Occupation Certificate and/or Completion Certificates in respect of the said Flat/Shop.

2.2 Time is essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee(s) and the common areas to the association of the Allottee(s) after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above ("Payment Plan").

3) The Promoters hereby declare that the Floor Space Index available as on date in respect of the said Project Land is 700 Sq. Mts. Only and Promoter has planned to utilise Floor Space Index 1045.85 Sq Mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increase FSI which may be available in future on modification to Development Control Regulation which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of _____ as proposed to be utilized by him on the said Project and Allottee/s have agreed to purchase the said Flat/Shop based on the proposed construction and sale of Flat/Shop to be carried out by the Promoters by utilizing the

proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

- 4.1** If the Promoters fail to abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee/s the Promoters agree to pay to the Allottee(s) who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule on all the delayed payment which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.
- 4.2** Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her/them proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoters shall at his own option, may terminate this Agreement:

Provided that, Promoters shall give notice of 15 (Fifteen) days in writing to the Allottee/s by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s 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/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/s subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter within a period of thirty days of the termination, the instalments of sale consideration of the Flat/Shop which may till then have been paid by the Allottee/s to the Promoters after deducting 10% (Ten Percent) of the total Agreement value of the Flat

/Shop and the total interest payable due to delayed payments of the previous instalments till the date of cancellation by the Promoters to the Allottee/s as agreed.

- 5) The fixture and fittings with regards to flooring and sanitary fittings and amenities like one or more lift with particular brand or price range (if unbranded) to be provided by the Promoters in the said building and the said Flat/Shop as are set out in the **ANNEXURE “E”** annexed hereto.
- 6) The Promoters shall give possession of the Flat/Shop to the Allottee/s on or before **DECEMBER 2021**. If the Promoters fail or neglect to give possession of the Flat to the Allottee/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Flat/Shop with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat 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.

- 7.1 PROCEDURE FOR TAKING POSSESSSION:** The Promoters, 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 Flat 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 Promoters shall give possession of the Flat to the Allottee/s. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottee/s as the case may be. The Promoters 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.

7.2 The Allottee/s shall take possession of the Flat within 15 (Fifteen) days of the written notice from the Promoters to the Allottee/s intimating that the said Flat are ready for use and occupancy:

7.3 FAILURE OF ALLOTTE TO TAKE POSSESSION OF (FLAT): Upon receiving a written intimation from the Promoters as per clause 7.1, the Allottee/s shall take possession of the Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Flat to the Allottee/s. In case the Allottee/s fail to take possession within the time provided in clause 7.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Flat/Shop to the Allottee/s, the Allottee/s brings to the notice of the Promoters of any structural defect in the Flat or in the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoters and shall not mean defect/s caused by normal wear and tear and due to negligent use of Flat by the occupants.

Provided the Allottee/s shall not carry out any modifications, alterations, structural changes in the said Flat, specifically to the structure of the said building, columns and beams etc. and /or change any fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, change flooring tiles without the written consent of the Promoters.

The Society shall maintain the said Building and Allottee/s shall maintain his/her Flat in good condition with regular repairs and maintenance and shall fill up the joints in the tiles with white cement/epoxy on regular basis to prevent water seepage.

Further 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 Flat and the common project amenities wherever applicable.

It is expressly agreed that the regular wear and tear of the said building and the said Flat includes minor hairline cracks on the external and internal walls excluding the RCC structure, such cracks occurs due to variation in temperature of more than 20⁰ c and it does not amount to structure defects and hence shall not be attributed to either bad workmanships or structural defect.

- 8)** The Allottee/s shall use the Flat or any part thereof or permit the same to be used only for purpose of residence and shop for carrying on any business. He shall use the parking space only for purpose of keeping or parking his own vehicle.
- 9)** The Allottee/s along with other Allottee/s of Flat 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 Promoters 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 Promoters within seven days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters 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.
 - 9.1** The Promoters 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 the interest of the Promoters/Lessor/Original Owner in the said structure of the Building or wing in which the said Flat is situated.
 - 9.2** Within 15 (Fifteen) days after notice in writing is given by the Promoters to the Allottee/s that the Flat is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the

said Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said 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/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agree that till the Allottee's share is so determined the Allottee/s shall pay to the Promoters provisional monthly contribution of Rs. 1600/- (Rupees One Thousand Six Hundred only) per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of 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 Promoters to the Society or the Limited Company, as the case may be.

- 9.3)** The Allottee/s shall bear and undertake to pay the proportionate Municipal Taxes, Deposits, Insurance Premium, Charges, Levies, Penalties, Cess, GST or any other Tax of whatsoever nature imposed by any Government or Local Authorities and any increase thereof in aforesaid taxes and charges.
- 10)** The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
- (i) Rs. Zero for share money, application entrance fee of the Society or Limited Company.
 - (ii) Rs. Zero for formation and registration of the Society or Limited Company.
 - (iii) Rs. Zero for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company.
 - (iv) Rs. Zero for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.
 - (v) Rs. Zero for Deposit towards Water, Electric, and other utility and services connection charges and
 - (vi) Rs. Zero for deposits of electrical receiving and Sub-Station provided in Layout.

- 11) The Allottee/s shall pay to the Promoter a sum of Rs. _____ (Rupees _____ Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its, rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- 12) 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 Promoters, 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 said Project Land, the Allottee/s shall pay to the Promoters, 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 on the said Project Land to be executed in favour of the Society or limited company.
- 13) **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:** The Promoters hereby represents and warrants to the Allottee/s as follows:
- i) The Promoters have clear and marketable title with respect to the said Project Land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the said Project Land and also have actual, physical and legal possession of the said Project Land for the implementation of the Project;
 - ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project Land and shall obtain requisite approvals from time to time to complete the development of the project;

iii) There are no encumbrances upon the said Project Land or the Project;

iv) There are no litigations pending before any Court of law with respect to the said Project Land or Project;

v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said 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, said Project Land and said building/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project Land, including the Project and the said Flat/Shop which will, in any manner, affect the rights of Allottee/s under this Agreement;

viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Flat/Shop to the Allottee/s in the manner contemplated in this Agreement;

ix) At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoters shall handover lawful, vacant, peaceful, physical possession of the common area/s of the Structure to the Association of the Allottee/s;

x) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties

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

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

14) The Allottee/s or himself/herself/themselves with intention to bring all persons into whomsoever hand the said Flat may come, do hereby covenant with the Promoters(s) as follows:-

- i) To observe and perform all stipulations and conditions mentioned in the said Agreement to Lease and not to do any act, deed or matter whereby the rights of the Promoters in respect of the said Project Land would be prejudiced;
- ii) To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- iii) Not to store in the Flat 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 Flat 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 Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

iv) To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

v) Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat 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 Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoters and/or the Society or the Limited Company.

vi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Project Land and the building in which the Flat is situated.

viii) Pay to the Promoters 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 Flat is situated.

ix) 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 Flat by the Allottee/s for any purposes other than for purpose for which it is sold.

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

xi) 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 Flat 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 Flat 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.

xii) Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee/s 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.

xiii) Till a conveyance of the said Project Land on which the building in which Flat is situated is executed in favour of Society/ Limited Company, the Allottee/s 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 project land or any part thereof to view and examine the state and condition thereof.

xiv) Not to change the position of the sliding windows provided by the Promoters in the Flat by the Shop 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 Flat.

xv) To indemnify and keep indemnified the Promoters from and against all actions, costs, claims, demands and damages or losses that may be made and/or raised against the Promoters with respect to the said Flat and/or said building and/or Society by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottee/s.

15) The Promoters shall maintain separate account in respect of the sums received by the Promoters 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 towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have been received.

16) It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that:

i. nothing contained in this agreement is intended to be nor shall be construed as a grant, demise and/or assignment in law of the said Flat or the said Building or the said Project Land or any part thereof. The Allottee/s shall has/have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces will remain the property of the Promoters until the said structure of the building is transferred to the Society / Limited Company or other legal body as hereinbefore mentioned.

ii. the unsold Flats/Shops and other premises including car parking spaces in the said building shall at all times, including after the formation and registration of the said Society/ Limited Company and/or after the assignment/sub-lease of the said building and the said Project Land in favour of the said Society/ Limited Company, be and remain the absolute property of the Promoters, and the Promoters may if it so desires, become member of the said Society in respect thereof, and the Promoters shall have full right, absolute power and authority and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the said Society shall object to or dispute the

same. On the Promoters intimating to the said Society the name or names of the Purchaser/s or acquirer/s of such unsold units, premises etc., the said Society shall forthwith accept and admit such purchasers and acquirers as their member/s and share holder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof. The Promoters shall not be liable to pay any maintenance charges, etc. in respect of the unsold Flats and car parking spaces and other premises save and except the municipal taxes with effect from the date of grant of occupation certificate. Provided however in the event the Promoters occupies or permits occupation of any Flats on leave and license and / or Lease basis, then the Promoters shall be liable to pay the maintenance charges etc. in respect thereof.

iii. this Agreement shall always be subject to the terms and conditions of the Agreement to Lease dated 16th July, 2018, Triparte Agreement dated 10th May, 2019 and Final Order dated 17th June, 2019 in favour of the Promoters and the rules and regulations of the Corporation, Government of Maharashtra and or any other authority or local body and also the Lease Deed granting the Lease in favour of either the Promoters or Society.

iv. in the event Corporation charges or levies premium or any other amount to transfer and assign and assure said Project Land and the building constructed thereon to the Promoter or Society or Limited Company under Lease Deed as per the terms of the Agreement to Lease dated 16th July, 2018, the Allottee/s shall immediately on demand make payment of his/her/their share in proportion to the area of the Flat in the said building to the Promoter or Society or Limited Company.

v. The Allottee/s shall not transfer his/her/their share right, title and interest in the said Flat without written permission of the Promoters. The Promoters shall grant permission for transfer to the Allottee/s on receipt of transfer charges, administrative and other cost from the Allottee/s and new Allottee agreeing to bound himself/herself/themselves with terms, conditions and covenants of this Agreement for sale and undertakes to observe, perform and comply with the same. All provisions of this Agreement shall ipso facto and

automatically apply mutatis mutandis to such transferee/New Allottee also.

17) PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Promoters execute this Agreement for Sale, they shall not mortgage or create a charge on the Flat 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 Flat.

17.1) PROMOTER HAVE FIRST LIEN AND CHARGE

For any amount remaining unpaid by the Allottee/s under this Agreement, the Promoters shall have first lien and charge on the said Flat agreed to be allotted to the Allottee/s.

17.2) Any delay tolerated or indulgences shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving extensions of time to the Allottee/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach of non compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoters.

18) BINDING EFFECT:

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

19) ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/Shop/building, as the case may be.

20) RIGHT TO AMEND:

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

21) PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEE/S

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 Flat/Shop, in case of a transfer, as the said obligations go along with the Flat/Shop for all intents and purposes.

22) SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

23) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

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 Flat/Shop to the total carpet area of all the Flat/Shop in the Project.

24) FURTHER SSURANCES:

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

25) PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in PANVEL after the Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at PANVEL, District Raigad.

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

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

Name of Allottee/s _____ &
_____.

Allottee's Address: _____
_____.

Notified E-mail ID: _____

Name of Promoters: **M/S. MAHAVIR CONSTRUCTION**

Office Address: Shop no. 3, Shiv Darshan CHS Ltd., Plot No. 48, TPSV CTS No. 99, Prabhat Colony, Road No. 2, Santacruz (East) Mumbai-400055 .

Notified Email ID: arhammahavir@gmail.com

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

28) JOINT ALLOTTEES:

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

29) STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and Registration of this Agreement for sale shall be borne and paid by the Allottee/s only.

30) DISPUTE RESOLUTION:

Any dispute between 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, there under.

31) GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at **PANVEL** will have the jurisdiction for this Agreement.

FIRST SCHEDULE

Description of the Property

All that piece and parcel of Land known as Plot No. 20 admeasuring about 260 Sq. Mtrs., Sector No. 24, Node Pushpak, situate, lying and being at Village Vahal, Taluka Panvel, District Raigad, within Registration SubDistrict Panvel and District Raigad and bounded as follows :

On or towards the North by : Plot No. 281
On or towards the South by : Plot No. 279
On or towards the East by : Plot No. 303 & 304
On or towards the West by : 11 mtrs. wide road

SECOND SCHEDULE

Description of the Property

Right, title, interest and ownership of Flat No. _____ admeasuring Carpet Area _____ Sq. Mtrs., and Enclosed Balcony _____. Mtrs. on _____ Floor in the said building known as “MAHAVIR VRINDAVAN” consisting of Ground + 6 Storied Upper Six Floors, to be constructed on Land known as Plot No. 280 admeasuring about 700 Sq. Mtrs., Sector No. 24, Node Pushpak, situate, lying and being at Village Vahal, Taluka Panvel, District Raigad, within Registration

THIRD SCHEDULE

AMENITIES

- **Main Door** - **Decorative Shutter With Quality Fittings.**
- **Internal Door** - **Flush Door With CP Fittings.**
- **W.C. & Both** - **Bakelite Door Shutter With Marble Frame.**
- **Flooring** - **24"*24" Joint Free Vitrified Tiles.**
- **Windows** - **Powder Coated Aluminum Sliding With Marble Frame ¾ Section 4 Mm Thick Glass.**
- **Kitchen** - **Granite Platform With S.S. Sink.**
- **Tiles** - **Ceramic Tiles In Bath & W.C. & Dado Upto 7" Height And In Kitchen Above Platform 4" Height.**
- **Wall** - **Internal Walls-4" & External Walls-6", External Sand Faced Plaster.**
- **Plumbing** - **Concealed Plumbing With Good Quality C.P. Fittings.**
- **Electric** - **Concealed Wiring With Good Quality Fittings.**
- **Paint** - **Oil Bound Distemper For Inside, Acrylic Paint For Outside.**
- **Others** - **Attractive Entrance Foyer, Lobby & Elevation.**
- **Parking** - **Ample Car Parking.**

IN WITNESS WHERE OF the parties hereto have hereunto set and subscribed their respective hands and seals on this day, month and year first hereinabove written.

SIGNED, SEALED & DELIVERED

By the within named **“THE PROMOTERS”**

M/S. MAHAVIR CONSTRUCTION

(PAN NO: ABCFM6750G)

through its Partners

1) MR NITESH LAXMILAL SINGHVI,

In the presence of

1) _____

2) _____

SIGNED, SEALED & DELIVERD BY THE

Within named **“ALLOTEE/S”**

1. MR. _____

(PAN NO. _____)

2. MRS. _____

(PAN NO. _____)

In the presence of

1) _____

2) _____

SIGNED, SEALED AND DELIVERED BY

The within named **“THE CONFIRMING PARTY”**

1. 1) MR. _____

(PAN NO. _____)

In the presence of

1) _____

2) _____

RECEIPT

Date:___/___/2019

Received of and from the within named Purchaser/s at or before the execution hereof being the Earnest Money Deposit / Booking Amount, a sum of **Rs. _____/- (Rupees _____ Only)**, being the amount expressed with in to have been by him/her/it paid to us as within mentioned..

Sr. No.	Chq. No.	Date	Bank Name	Amount
1.				
2.				
3.				
TOTAL				

WE SAY RECEIVED,
_____/-

M/s. MAHAVIR CONSTRUCTION
Through its Partners

WITNESS:

1)_____

2) _____