

AGREEMENT FOR SALE

This Agreement For Sale made at Mumbai this____ day of _____ **Two Thousand And Seventeen.**

BETWEEN

M/S.MORAJ BUILDING CONCEPTS PRIVATE LIMITED, a private limited company registered and incorporated under the Companies Act, 1956 and having its registered office at **Shop Nos. 28/29, Moraj Residency, Moraj Circle, Off Palm Beach Road, Sanpada, New Mumbai – 400706**, hereinafter referred to as the **“Owner/Promoter”** (which expression shall unless contrary to the context or meaning thereof, mean and include its successors and assigns) of the **First Part**;

AND

MR._____**(PAN CARD NO –**
_____**),Indian** Inhabitant, Residing at
_____,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-title and permitted assigns) of **the Second Part.**

WHEREAS:

- A. By and under the Deed of Conveyance dated 9thFebruary, 2012, registered in the Office of the Sub-Registrar of Assurances at Khalapur under Registration No. KLR/511/2012, (1) Sanjay Gyanoba Surve; (2) Deepak Gyanoba Surve; (3) Swapnil Gyanoba Surve; and (4) Suvarna Sudhir Mandhare granted, sold, assigned, released, conveyed and assured unto M/s.Mahalaxmi Enterprises, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 ('Mahalaxmi Enterprises'), all that piece and parcel of land bearing C.T.S No. 1106, having Survey No. 37, Hissa No.2, admeasuring 1 Hectare 18 Ares and 9 Paies, equivalent to 11,890 square meters or thereabouts and situated at village Chinchavli Shekan, Taluka Khalapur, District Raigad (hereinafter, '**the Larger Land**') more particularly described in the **First Schedule** hereunder written, at or for the consideration and upon the terms and conditions therein specified;
- B. By and under the Deed of Conveyance dated 1st October, 2012, registered with the Sub-Registrar of Assurances at Khalapur under Registration No. KLR/4186, Mahalaxmi Enterprises conveyed unto the Khalapur Nagar Parishad a portion of the Larger Land admeasuring 853.68 square meters or thereabouts, reserved for the purpose of public road as per the revised development plan of the Khalapur Nagar Parishad, thereby dividing the Larger Land in two parts one to the east and the other to the west of the proposed public road, upon the terms and conditions contained therein.
- C. As compensation for the said 853.68 sq. mtrs. Being handed over to the Khopoli Nagar Parishad as aforesaid and in lieu thereof, the Owners are entitled to receive Transferable Development Rights (hereinafter referred to as "**TDR Entitlement**") from the Khopoli Nagar Parishad. The benefit of the said TDR Entitlement has been utilized on the land as described in recital D herein below. Besides, the Promoter is also entitled to acquire and utilize further TDR through Purchase from Open Market on the said land.
- D. By and under the Indenture of Conveyance dated 28th December, 2012, registered with the Sub-Registrar of Assurances at Khalapur under Registration No. KLR/765/2013, Mahalaxmi Enterprises granted, sold, assigned, released, conveyed and assured unto the Owner, all that piece and parcel of land, situated at village Chinchavli Shekan, Taluka Khalapur, District Raigad, admeasuring 7,512.82 square meters or thereabouts, being a portion out of the Larger Land and falling on the east side of the existing public road passing through the Larger Land (hereinafter referred to as the '**said Land**') together with the TDR/DRC received/receivable by Mahalaxmi Enterprises from the Khalapur Nagar Parishad for conveying to the Khalapur Nagar Parishad a portion admeasuring 853.68 square meters from and out of the Larger Land and more particularly described in the **Second Schedule** hereunder written. The layout plan of the said land is appended hereto and is marked as "**Annexure-A**".
- E. The Collector of Raigad has by Order dated 15thApril, 2013 permitted Mahalaxmi Enterprises, represented by its authorized representative Nilesh Navnitlal Shah

(HUF) and Manan Dilip Manek to sell the said Land to the Owner/Promoters by relaxing the restriction under section 63 of the Bombay Tenancy and Agricultural Lands, Act, 1948;

- F. By and under the Indenture of Supplementary Conveyance dated 25th April, 2013 and registered with the Sub-Registrar of Assurances at Khalapur under Registration No. KLR/1829/2013, executed between (1) Nilesh Navnitlal Shah (HUF) and Manan Dilip Manek (as Vendors of the First Part); (2) Manoj Jethalal Dedhia, Snehal Bhavesh Gangar, Pushpa Jayesh Vora and Bharat Damji Satra (as Confirming Parties) and (3) the Owners (as the Purchasers); (1) Nilesh Navnitlal Shah (HUF) and Manan Dilip Manek; and (2) Manoj Jethalal Dedhia, Snehal Bhavesh Gangar, Pushpa Jayesh Vora and Bharat Damji Satra ratified and confirmed the said Indenture of Conveyance dated 28th December, 2012 with effect from 25th April, 2013. The Copy of 7/12 evidencing the mutation of name of the Owner as owner in the record of rights vide mutation entry no 1934 is appended hereto and is marked as “**Annexure-B**”.
- G. Accordingly, the Owner/Promoter is well and sufficiently entitled to and possess the said Land;
- H. The Office of the Collector of Raigad by its Order dated 20th June, 2013, passed under section 44 of the Maharashtra Land Revenue Code, 1966 read with Maharashtra Land Revenue (Conversion of use of land and Non-Agricultural Assessment) Rules, 1969 permitted the Owner/Promoters to use the said Land for residential and incidental and ancillary commercial purposes. The Copy of the said NA order dated: 20.06.2013 is appended hereto and is marked as “**Annexure-C**”
- I. The Khopoli Municipal Council has approved and sanctioned revised building plans on 28/09/2016 (hereinafter referred to as the “**said plans**”) in respect of the said land. Accordingly, whereby the Promoter is entitle to construct One building having Seven (7) wings of Stilt Plus upto Seven Upper Floors as tabulated hereunder cumulatively consisting of **4 Shops & 343** number of Flats of different carpet area along with external amenities as detailed in “**Third Schedule**” appended hereto and utilising **8674.75** sq. mtrs. of Floor Space Index out of available **14875.36** sq. mtrs available on the said land. Accordingly, by and under a Commencement Certificate (“**CC**”) dated 16th December, 2015 bearing No. KNMC/Development Department /B.P. /2111/5547 read with revised CC dated: 28/09/2016 bearing No. KNMC/BV/B.P. 1807/2907 issued to the Promoter by the Khopoli Nagar Parishad, the Owner/Promoter was given permission to commence construction of the Buildings upto the Seven Floor on the said Land subject to the terms and conditions as stated therein. A copy whereof is annexed hereto and marked as “**Annexure-D**”.

Building Wing No	Present number of Floors	Present Built Up area utilized	Proposed Built Up Area additionally to be utilized	Proposed number of Floors
A	Five	872.76	315.82	Seven
B	Five	917.38	366.95	Seven
C	Five	1059.88	423.96	Seven
E	Seven	1706.04	Nil	Seven
F	Seven	1516.04	Nil	Seven
G	Seven	1086.59	Nil	Seven
H	Seven	1516.04	Nil	Seven

- J. Accordingly, the Owner/Promoter is constructing One building on the said Land, to be known as **“MAA SMRITI”** comprising Stilt plus upto seven upper floors (hereinafter referred to as **‘the Building’**). The Promoter has already completed the construction of wing E, F,G and H and is in the process of making application for part OC of the said Building.
- K. The Owner have informed the Allottee that the Owner is in the process of acquiring TDR rights **6085.37** sq. mtrs from open market available for the said land as per present Development Control Regulations of Khopoli Municipal Corporation and confirms from the Allottee that as and when the Owner receives the Development Rights Certificate **‘DRC’** for the TDR Entitlement from the Khopoli Municipal Council, the Owners shall construct 2 (two) more floors above five upper floors in each wing A, B and C presently under construction on the said Land, thereby making said wings of Stilt plus Seven Upper Floors alongwith addition of Wing D having Stilt plus Seven Upper Floors. The tentative plans for the additional two floors have also been disclosed to the Allottee and they have taken full and free inspection of the same. Such additional floors and additional wing “D” shall be constructed by the Promoter upon receipt of approval and the revised building permissions from the Khopoli Municipal Council.
- L. The said Land and the Buildings are hereinafter collectively referred to as the **“Property”**.
- M. The ALLOTTEE demanded from the OWNER/PROMOTER and the OWNER/PROMOTER has given inspection to the ALLOTTEE of all the documents of title including copies of NA Order (**Annexure-C**), and Building Permissions and commencement certificate (**Annexure D**), Certificate of Title dated: **21/12/2013** in respect of said land issued by **WADIA GHANDY & CO**, (appended hereto as **Annexure - E**) and of such other documents as are specified under applicable statute and rules and regulations. In addition, the Allottee has perused the ‘Architect Certificate’ and drawing certifying the carpet area of the Flats 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 of atleast seven working days. The OWNER/PROMOTER has provided a copy of the “Title Search Report” dated:

05/12/2013 in respect of said land issued by **WADIA GHANDY & CO**, Advocates and Solicitors to the ALLOTTEE.

- N. The Owner/Promoter has entered into agreement dated **12/05/2017** with Architect registered with the Council of Architect being '**DIMENSION ARCHITECTS PVT.LTD**' having address at **Plot No-99, Near Sagar Vihar, Sector-8, Vashi, Navi Mumbai-400703**. The Promoter has also entered into agreement cum engagement letter with one **Shri KHEMANT B. TAILOR (CHAITY ENGINEERS & ARCHITECTS)**. Architect same locality where the property is situated for better management of the Project/property, who is working under the instruction of Promoter our site engineer Mr.Dinesh Dalvi.
- O. The Promoter has appointed a Structural Engineer C.S.E Consultants vide appointment letter dated: 25/05/2013 for the preparation of the structural design and drawings of the building.
- P. The Promoter has also entered into an agreement with **PREMIER ENTERPRISES (Shop No-3, Plot No-26, Sector-35, Kamothe, Navi Mumbai)** being the Contractors, whereas the Promoter has presently appointed **N.A** to co-ordinate with design consultants and Contractor for the preparation of the structural design and drawings of the building and to follow up on the contract related matters for all work done by the clients at the project.
- Q. The Allottee has perused the above agreements and appointments and agreed thereto.
- R. The PROMOTER accepts the professional supervision of the Architect, the Structural Engineer and Contractor till the completion of the building subject to the terms and conditions of the said agreements/appointment letter.
- S. The Promoter represents to the Allottee that as per the provisions of RERA 2016 read with Maharashtra Rules 2017, it will register the property with the Authority within the provisions on or before 31st July 2017, wherein it will register the construction of wing A, B and C as one phase consisting of Stilt plus seven upper floors. The Promoter intends to procure the sanction and approval of revised building plan for wings A, B and C utilizing TDR entitlement available on the said land. In case the revised approval and sanction of revised building Plan is not received till 31st July 2017, the Promoter will register the said property disclosing the construction of Stilt plus five upper floors on wing A, B and C as Phase I. After receipt of revised revised approval and sanction of revised building Plan, the Promoter will register the same as subsequent phase and thereupon will market the said subsequent phase.
- T. The Allottee has agreed to purchase and acquire from the Owner/Promoter, **Flat No. _____, on the _____ floor, in "_____" wing, admeasuring _____ sq. mtrs.Carpet Area Plus Terrace Area _____ Sq. Mts Total Usable Area _____ Sq.Mts.**, of the said building to be known as "**Maa SMRITI**", (hereinafter referred to as the '**said Flat**') on Ownership basis (and more particularly described in the **Fourth Schedule** hereunder written). The Floor Plan of the said Flat is annexed hereto and is marked as **Annexure-F**.

- U. The carpet area as mentioned in clause “T” above means the net usable floor area of an flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the flat.
- V. Under section 13 of the RERA Act, the Promoter is executing this written Agreement for Sale for said flat with the Allottee.
- W. At and before the execution of these present, the ALLOTTEE has paid to the PROMOTER a sum of **Rs.**_____/ - (**Rupees** _____ **Only**) being “booking advance” of the said flat agreed to be sold by the PROMOTER to the Allottee the receipt whereof the Promoter doth hereby admit and acknowledge. The Promoter has accordingly issued allotment letter dated __/__/____ to the Allottee. The Allottee has agreed to pay to the PROMOTER balance consideration in the manner hereafter appearing.
- X. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

1. DEFINITION AND INTERPRETATION:

- 1.1 “**Carpet Area**” means the carpet area of the said Flat, means the net usable floor area of an flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the flat. Such carpet area is calculated on bare shell basis, prior to application of any finishes / finishing material, and is subject to tolerance of +/- 3% on account of structural, design and construction variances.
- 1.2 “**Common Organization**” means a condominium or co-operative society or limited company of the flat Allottees of the said Building, as the Owner/Promoter decides to form in his discretion , and to whom the Owner/Promoter shall transfer and convey the Property in accordance with the terms hereof.
- 1.3 “**Contribution**” means the amounts payable by the Allottee to the Owner/Promoter or Common Organisation as the case may be, in proportion to the Carpet area of the said Flat, towards permanent deposits, water connection charges, electricity charges, betterment charges, maintenance charges, property

tax, service tax, GST, VAT charges thereon, and sinking fund charges, as applicable, at actuals.

2. **EXISTING PUBLIC ROAD:**

2.1 The Promoter represents that out of the Larger land, a portion of the Land measuring 853.68 square meters or thereabouts is reserved for the purpose of public road as per the revised development plan of the Khopoli Municipal Council, and as shown in **Black colour** wash on the map annexed hereto and marked **Annexure-G**.

3. **PROJECT:**

3.1 The Promoter shall under normal conditions develop the said project in accordance with the plans, designs, specifications approved by the competent authority and which have been seen and approved by the Allottee with only such variations as may be required to utilize the total available FSI and as approved by the competent authority or the Government. If required, the Promoter shall carry out minor modifications as may be deemed fit.

3.2 As per the present development permission, the Promoter is entitled to utilize the Floor Space Index (FSI) to the extent of **8674.75** sq mtrs.out of total FSI of **14875.36** sq. mtrs available on the said land.

3.3 The Promoter have informed the Allottee that, as when the Owners receives the Development Rights Certificate '**DRC**' for the TDR Entitlement from the Khopoli Nagar Parishad, the Owners shall construct 2 (two) more floors above five upper floors in each wing A, B and C presently under construction on the said Land, thereby making said wings of Stilt plus Seven Upper Floors alongwith addition of Wing D having Stilt plus Seven Upper Floors. The tentative plans for the additional two floors have also been disclosed to the Allottee and they have taken full and free inspection of the same. Such additional floors and additional wing "D" shall be constructed by the Promoter upon receipt of approval and the revised building permissions from the Khopoli Municipal Council. The Allottee accords its consent to the Promoter for the construction of additional buildings and/or additional upper floors in the Buildings and have given its no objection to the aforesaid amendments and revisions to the property.

3.4 In case of any further amendment to the plan, due to any addition/alteration to the existing floors due to additional FSI being available or otherwise, the Promoter shall seek prior consent of the Allottee, if such addition/alteration is adversely affecting the Allottee.

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

4. AGREEMENT FOR SALE AND CONSIDERATION

- 4.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter agrees to sell to the Allottee, a residential Flat being **Flat No ____**, **admeasuring ____ sq. mtrs. Carpet Area Plus Terrace Area ____ Sq. Mts Total Usable Area ____ Sq.Mts.** on the ____ floor, in “____”: Wing, of the building to be known as “**Maa SMRITI**” (hereinafter referred to as the ‘**said Flat**’) (and more particularly described in the **Fourth Schedule** hereunder written) on “Ownership basis”, at or for the consideration of **Rs. ____/- (Rupees ____ Only)**. The Floor Plan of the said Flat is annexed hereto and is marked as **Annexure-F**.
- 4.2 The Allottee has, before execution here of, paid to the Promoter a sum of **Rs. ____/- (Rupees ____ Only)** as part payment towards the purchase of the said Flat (the payment and receipt whereof the Promoter hereby admits and acknowledges and of and from the same and every part thereof hereby forever acquits, releases and discharges the Allottee, his heirs, executors and assigns);
- 4.3 The balance consideration of **Rs. ____/- (Rupees ____ Only)** shall be paid by the Allottee to the Promoter in the manner as pre-negotiated and more particularly described in **Fifth Schedule** (Schedule of payment) annexed hereto, subject to the provisions of clause 4.4 below.
- 4.4 The consideration is exclusive of Contribution and of any statutory levies and taxes as are or will be applicable or payable hereunder in respect of the said Flat. The Allottee confirms and agrees that from the date possession of the said Flat is handed over to the Allottee, all such taxes, levies and Contribution shall be borne and paid by the Allottee.
- 4.5 The Allottee shall make payment of the installments as stated in Schedule of payment annexed here to immediately upon it becoming due, without any delay or demur for any reason whatsoever failing which the outstanding amount shall carry interest @ such rates as prescribed under law till the time of payment or realization.
- 4.6 The consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payment.

- 4.7 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 on the said Flat 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.
- 4.8 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4.1 of this Agreement.
- 4.9 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 4.10 The Allottee shall also be entitled to certain Limited common areas and facilities as per approved plan at no extra consideration. This limited common area includes _____ **sq. mtrs.** area of Balcony. Therefore, the gross usable area of the Flat is _____ **sq. ft.**. Therefore the gross usable area of the Flat is _____ **sq. ft.** The said limited common area specified in yellow colour in floor plan appended as **Annexure-F**.
- 4.11 The fixtures, fittings and amenities to be provided by the Promoter in the said Flat and the said building are those that are set out in **Sixth Schedule** written hereunder. The Promoter shall not be obliged to accept or accede to any request from the Allottee for making any changes in the amenities to be provided by the Promoter

5. **TIME ESSENCE OF CONTRACT:**

- 5.1 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said wing and handing over the said Flat 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.

5.2 Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement as provided Fourth Schedule (“Schedule of Payment”) subject to the simultaneous completion of construction by the Promoter as provided in this agreement.

5.3 The possession of the said Flat shall be handed over to Allottee by the Promoter only upon receipt of all payment including taxes and other charges within stipulated time

6. OPERATION OF BANK ACCOUNT:

6.1 **The Payment as mentioned in Para 4 above shall be made by the Allottee by drawing cheque/ DD/RTGS Managers Cheque in the name of “Moraj Building Concepts Pvt Ltd Maa Smriti RERA A/c No. 37021004236” in State Bank Of India, Vashi-Turbhe branch payable at Navi Mumbai.**

6.2 In addition to the above amounts the Allottee shall also pay Service Tax and VAT as per prevalent rates and rules and regulations through separate cheque drawn in the name of “Moraj Building Concepts Private Limited A/c Service Tax and VAT”.

6.3 The Promoter represents that it has given standing instructions to the bank account mentioned in 6.1 above to transfer such amount as required under law from the said account to separate account in the name of “Moraj Building Concepts Private Limited A/c No. 37021002830” in State Bank Of India Vashi-Turbhe branch to be maintained in terms of section 4 of the RERA 2016.

7. NOTICE OF DEMAND:

7.1 Upon the instalment becoming due, the Promoter shall issue a notice of demand giving maximum 15 days’ time from date of notice to Allottee for making the payment of instalment. The said notice of demand shall be accompanied by certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.

7.2 Notice of demand shall be sent through Notified Email Id and through courier as mentioned in Clause 30 hereinafter and such dispatch shall be treated as sufficient compliance from Promoter. Thereafter the Allottee shall be barred from claiming the non-receipt of the notice of demand.

8. PAYMENT OF STATUTORY DUES AND TAXES:

In addition to the Consideration of the said Flat as mentioned herein above:

8.1 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 service taxes, VAT, 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 Allottee within 7 days upon receiving a notice of demand from Promoter.

8.2 The cost of valuation report charges, stamp duty, registration charges, legal charges, society formation charges, conveyance charges of land, MSEDCL deposit, water connection charges and other out of pocket expenses on this transaction shall be borne by the Allottee only. Further, the Allottee shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp duty. The Promoter undertake to make themselves available through authorized representative for purpose of registration at 'Seven days notice' from Allottee. The Promoter shall not be liable under any law for any delay, laches and / or negligence shown by the Allottee in presenting this agreement for registration before the competent authority.

9. RESTRICTIVE COVENANT:

9.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat 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 Bombay stamp Act and registered under the Registration Act, 1908.

9.2 The Allottee shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the Building is conveyed to the entity of Allottees.

10. RESTRICTIVE COVENANT RELATED TO CAR PARKING:

10.1 The **Car parking** allotted to Allottee under this agreement is subject to final building plan approved by the corporation at the time of grant of occupancy certificate.

10.2 The Allottee shall not be allowed to allot/transfer/let-out said car parking space to any outsider/visitor i.e. other than the Flat Allottee of said Flat.

10.3 The Allottee shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose cover in any manner.

10.4 The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.

10.5 The Allottee shall not park his/its car/ vehicle in any space except for his/its designated car parking space.

10.6 The Allottee shall be allowed to park only ONE car park and in case he/it park additional car the same shall be treated as breach of this agreement.

11. DEFAULT BY ALLOTTEE:

- 11.1 Following shall be deemed to be default on the part of Allottee
- a. Default in making timely payment of sums due as mentioned in this agreement;
 - b. Creating nuisance on the site resulting in danger/damage to the said project/land, threat to life;
 - c. Delay in accepting the possession of the Flat within a period of 03 (Three) months on intimation to take possession by Promoter;
 - d. Refusing to take membership of Society formed for the said project;
 - e. Breach of any terms and conditions of this agreement.
 - f. Breach of any law or provisions thereto.
 - g. Obtain forceful occupancy/ possession of said Flat before receipt of occupation certificate by competent authority.

The Allottee shall not be in default if he removes/remedies such breach within 15 days of notice from the Promoter to the Allottee

11.2 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), the Allottee agrees to pay to the Promoter interest @ such rates as prescribed under law till the time of payment or realization on all the amounts which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter. However such entitlement of interest shall not be deemed to be a waiver of Promoter's right to terminate this agreement as per the provisions of this agreement.

11.3 Without Prejudice to the right of the Promoter to charge interest, in terms of sub clause 11.2 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter shall be entitled at his own option to terminate this Agreement unilaterally. Provided that, the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee Fifteen days prior notice in writing 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 and default shall have been made by the Allottee.

11.4 That the Allottee shall not be entitled to raise any objection to termination made by the Promoter if the conditions as mentioned in this agreement

hereinabove are fulfilled and that Promoter shall be authorized to unilaterally register the cancellation deed with the registrar without any recourse to the Allottee. In case of termination of this agreement as per clause 11.3 above, the Promoter shall forfeit 10% of agreement value from the consideration amount paid by Allottee till the date of termination. The Promoter shall also deduct cancellation and other direct charges and shall refund the balance amount to the Allottee. Such refund to the Allottee shall be within thirty 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 service tax, VAT, 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 the Promoter, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit. However, in case Allottee challenge such termination before any authority, then Promoter shall be entitled to hold the refund till conclusion of such dispute.

12. DEFAULT BY PROMOTER:

12.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project interest as specified in the Rule on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.

13. DISCLOSURES, PRESENTATIONS AND WARRANTIES OF THE PROMOTER:

- 13.1 The Allottee declares and confirms that before execution of this Agreement, the Promoter has disclosed to the Allottee the title of the Promoter in respect of the Property, and the Allottee has taken inspection of the documents of title listed **Fifth Schedule** provided hereinafter.
- 13.2 The Allottee further confirms that it has satisfied itself in respect of the title of the Promoter in respect of the said Land, and shall not raise any queries or objections in that respect.
- 13.3 The Promoter hereby represents and warrants to the Allottee as follows”
- i. The Promoter has clear and marketable title with respect to the said land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said land and also has actual, physical and legal possession of the said land for the implementation of the Project;
 - ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said land and shall obtain requisite approvals from time to time to complete the development of the said land;

- iii. There are no encumbrances upon the said land except those disclosed in the title report;
 - iv. There are no litigations pending before any Court of law with respect to the said land except those disclosed in the title report;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said 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 land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- 13.4 The Promoter at his own risk and responsibility may avail, loan/financial assistance from Banks/ Financial institutions for development of the Property and as a security for the payment thereof may create security on the said land together with the Buildings constructed thereon. The Allottee hereby grants his/her/their consents 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. The Promoter shall not mortgage the said Flat agreed to be sold to the Allottee herein.

14. **ALLOTTEE'S COVENANTS**

14.1 The Allottee for itself, with intention to bring all persons into whosoever hands the Flats may come doth hereby covenant with the Owner/Promoter as follows:

- i. 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 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.
- ii. 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 in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat 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 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the 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 Promoter and/or the Common Organisation.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said 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.

- vi. 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 land and the building in which the Flat is situated.
 - vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
 - viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.
 - ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
 - x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Flats 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 Organisation /Apex Body/Federation 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.
 - xi. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Common Organisation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. Till a conveyance of the said land on which the building in which Flat is situated is executed in favour of Common Organisation, 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 project land or any part thereof to view and examine the state and condition thereof.
- 14.2 The Allottee shall not at any time demolish any part of said Flat or cause to be done any structural additions or alterations of structural nature in the said Flat or any part thereof without obtaining prior written permission of the

Owner/Promoter. The Allottee shall keep the said Flat, its columns, beams, RCC structure, external façade, walls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and conditions. The Allottee shall not enclose balconies or allow any alterations in the outside elevations and/or the outside colour schemes of the said Flat.

- 14.3 The Allottee shall not transfer or assign or part with its interest or benefit in respect of the said Flat without the prior permission in writing of the Promoter until the Allottee makes full and final payment of all the amounts payable under this Agreement to the Promoter;
- 14.4 To use and occupy the said Flat or any part thereof only for residential purpose for which the same has been sold. Allottee shall also use the allotted stilt car parking space for parking the motor vehicle only.
- 14.5 The Allottee hereby gives its informed, unconditional and unequivocal consent and confirms to the Owner that the Owner will be entitled to utilize any FSI presently available or available in the future from the said Larger Land or any part thereof till the entire development of the said Property is completed in all respects, even after the Owner shall have given to the Allottee possession of the said Flat. However, with respect to the future development potential of the said Land the benefit thereof shall ensure to the Owner till the execution of the deed of conveyance/lease by the Owner in favour of the Common Organization whereafter the same shall ensure to the benefit of the Common Organization. In the event the FSI in respect of the locality or the said Larger Land or any part thereof, is increased or there is favorable relaxation of the building regulations at any time hereafter, the Owner alone shall be entitled to the benefit of the additional FSI for the purpose of development on the said Property as may be permissible under the prevailing development rules and regulations, however only until the execution of the deed of conveyance/lease by the Owner as aforesaid. The residual FSI or the FSI accruing pursuant to any increase or favorable relaxation of the building regulations at any time hereafter in the said Larger Land which is inclusive of the said Land or the layout, if any, not consumed, will be available to the Owner, however only until the execution of the deed of conveyance/lease as aforesaid. The Allottee hereby agrees to give all the facilities and assistance that the Owner may require from time to time after the Owner delivers the possession of the said Flat but at the costs and expenses of the Owner so as to enable the Owner to complete the development of the said Larger Land in the manner that may be determined by the Owner, subject to the terms of this Agreement.

15. **POSSESSION OF FLAT**

- 15.1 The Promoter shall give possession of the Flat to the Allottee on or before **December 2018**.
- 15.2 If the Promoter fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 12 herein above from the date the Promoter

received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of 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.

(iii) Any other reason beyond the control of the Promoter.

15.3 The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Flat to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Allottee. 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 agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

15.4 The Allottee shall take possession of the Flat within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flat is ready for use and occupancy.

15.5 Upon receiving a written intimation from the Promoter as per clause 15.3, the Allottee shall take possession of the Flat 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 Flat to the Allottee. In case the Allottee fails to take possession within the time provided in clause 15.3 such Allottee shall continue to be liable to pay maintenance charges as applicable.

16. **DEFECT LIABILITY:**

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

16.2 However, if any of the Allottees carries out any alteration or addition or change in the its allotted Flat and/or the Buildings without obtaining prior written permission of the Promoter and the concerned authorities wherever required, or causes damage to the said Flat/building by misuse, the Promoter will not be liable to rectify defect caused due to such alteration, addition or change or misuse

and thereafter the Common Organisation shall be responsible to rectify the same at their cost.

17. FORMATION OF THE COMMON ORGANISATION

- 17.1 The Allottee along with other allottee(s) of Flats in the building shall join in forming and registering the Common Organisation to be known with pre-fix “**Maa Smriti**” 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 organisation and for becoming a member, including the bye-laws of the common organisation and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 17.2 In the event any of the flats in the said Building are unsold at the time of formation and registration of the Common Organization, then the Promoter shall retain such unsold flats as the Promoter thereof.
- 17.3 Subject to the rights of the Allottee to the said Flat not being adversely affected, the Allottee shall cooperate in passing necessary resolution confirming the right of the Promoter as and when the Promoter shall require the Common Organisation to pass such a resolution, to carry out additional construction on the said Buildings as stated in this Agreement, and also confirming the right of the Promoter to sell on ownership basis other flats of the said Buildings.
- 17.4 All costs, charges and expenses in connection with the formation of the 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 Flat. The Promoter shall contribute towards such expenses only to the extent of unsold flats which are retained by the Owner/Promoter.

18. CONVEYANCE OF SAID LAND:

- 18.1 The Promoter shall, within six months (06) from the date of receipt of the Occupancy Certificate for the said property or within such period and manner as prescribed as per the prevalent law at that time, cause to convey, the buildings along with common area and amenities and said land by obtaining/or executing the necessary conveyance deed of the said land (or to the extent as may be permitted by the corporation) in favour of such Society. Such conveyance shall be in keeping with the terms and provisions of this Agreement.

Provided that the cost of conveyance of the said land to common organization shall be borne by the Allottee(s) 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.

- 18.2 The common amenities as specified in **Fourth Schedule** shall be conveyed to the common organization upon completion of the said project/ property.

19. **COMMON MAINTENANCE CHARGES:**

- 19.1 Commencing a week after notice in writing is given by the Promoter to the Allottee that the said Flat is ready for use and occupation, the Allottee shall be liable to pay for proportionate share of outgoings in respect of the said land and Building/s namely local authority and/or Government water charges, property tax, 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 building of the said property. Such proportionate share of expense shall be calculated on the basis of carpet area of the said Flat.
- 19.2 The Allottee shall pay to the Promoter a corpus fund/deposit of **(Rupees _____ Only)** for the upkeep and maintenance of the common area and facilities in the said Building/Project. The Allottee shall also pay to the Promoter an amount of **Rs. _____/- (Rupees _____ Only)** every twelve months towards the common maintenance charges (like electricity of common areas, security, maintenance of common areas, salaries) until conveyance of said land is executed in favour of the Society. 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 favour of the Society as aforesaid. The Allottee undertakes to pay such contribution within fifteen days of receiving notice that the said Flat 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 14 days of receiving the notice of demand in this regard then the Promoter shall be entitled to levy interest @ 15% on such delayed payment from the date when the payment is due till the date of actual payment.
- 19.3 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 service tax. All expenses towards maintenance shall be paid from such bank account till the society 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 Society. In case of any deficit in the account the Promoter shall be entitled to collect the deficit proportionately from the Allottees/society before conveyance of said land.
- 19.4 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 service tax. All expenses towards maintenance shall be paid from such bank account till the society 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 Society. In case of any deficit in the account the Promoter shall be entitled to collect the deficit proportionately from the Allottees/society before conveyance of said land.

19.5 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 Flat purchased. The Allottee shall be liable to restore the original position of damaged areas at his own cost and effort.

19.6 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 Flat bears to the total carpet area of all the said Flats in the said property.

20. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

20.1 After the Promoter executes this Agreement he shall not mortgage or create a charge on the said 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 who has taken or agreed to take such said Flat.

21. **BINDING EFFECT:**

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

22. **ENTIRE AGREEMENT:**

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

23. **RIGHT TO AMEND:**

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

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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 property shall equally be applicable to and enforceable against any subsequent Allottees of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

25. **SEVERABILITY:**

25.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

26.1 Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in property, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the Flats in the Property.

27. **FURTHER ASSURANCES:**

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

28. **PLACE OF EXECUTION:**

28.1 The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office i.e Navi Mumbai or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Navi Mumbai.

29. **REGISTRATION:**

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

30. **NOTICE:**

- 30.1 All Notices to be served as contemplated by this Agreement shall be deemed to have been duly served if sent by Registered Post A.D. at the below address except notice of demand as mentioned in clause 7 which shall be served through notified email id and through Courier which shall be disputed by the Allottee.

ADDRESS OF THE ALLOTTEE

Notified Email Id.

MR. _____

Residing at _____,

_____,

ADDRESS OF THE OWNER/PROMOTER

M/S. MORAJ BUILDING CONCEPTS PVT.LTD

Registered Office at Shop Nos. 28/29,

“Moraj Residency”, Moraj Circle,

Off Palm Beach Road, Sanpada,

New Mumbai – 400705,

Notified Email Id priyaagurnani@gmail.com

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

31. **JOINT ALLOTTEES:**

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

32. **CONTRIBUTION, CHARGES AND EXPENSES:**

The Purchaser shall at the time of execution of these presents, pay to the Owner the following amounts:

32.1 Rs. _____/- (Rupees _____ Only) for legal charges;

32.2 Rs. _____/-(Rupees _____ Only) for share money, application For Society;

32.3 Rs. _____/- (Rupees _____ Only) for formation and registration of the Co- operative Society;

32.3 Rs. _____/- (Rupees _____ Only) Maintinance Charges for 12 month from the date of possession.

32.4 Rs. _____/- (One _____ Only) Services Tax
On Maintainance.

32.5 Rs. _____/- (Rupees _____ Only)
as development charges

32.6 Rs. _____/- (Rupees _____ Only)
Services Tax On Development Charges.

32.7 Rs. _____/- (Rupees _____ Only) Grill
charges.

The Contribution is subject to the revision by the Owner, to which the Purchaser has no objection. The Purchaser agrees and undertakes to pay on demand and without any demur or objection to the Owner such revised Contribution

INDEMNITY BY ALLOTTEE:

32.10 The Allottee has also understood and have read various indemnities taken by the Promoter from Project Architect, Consultants, Structural Engineers, Contractors and Suppliers of material.

32.11 The Allottee indemnifies and shall keep indemnifies the Promoter against all costs, charges, loss and expenses that the Promoter may incur or suffer on account of all or any action done by Allottee against the terms of this agreement and provisions of the law.

STAMP DUTY AND REGISTRATION:

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

DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

33

GOVERNING LAW:

33.1 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 Mumbai courts will have the jurisdiction for this Agreement.

34 MATERIAL ADVERSE CHANGE/CONDITIONS:

34.1 In case of material adverse change in any of the parameters in the said entire project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

35 INVESTOR CLAUSE:

35.1 The ALLOTTEE has purchased the said Flat as an Investor. The ALLOTTEE intends to sell the said Flat within a period of one year from the date of this Agreement. In the event the said Flat is sold within one year then the 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 ALLOTTEEs right as an Investor, the ALLOTTEE may continue to hold the said Flat like any other ALLOTTEE if he does not sell it within one year.

36 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

36.1 The ALLOTTEE, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the PROMOTER with such permission, approvals which would enable the PROMOTER to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The ALLOTTEE understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

36.2 The PROMOTER accepts no responsibility in this regard. The ALLOTTEE shall keep the PROMOTER fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the ALLOTTEE subsequent to the signing of this Agreement, it shall be the sole responsibility of the ALLOTTEE to intimate the same in writing to the PROMOTER immediately and comply with necessary formalities if any under the applicable laws. The PROMOTER shall not be responsible towards any third party making payment/remittances on behalf of any ALLOTTEE and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the PROMOTER shall be issuing the payment receipts in favour of the ALLOTTEE only

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Larger Land)

All that piece and parcel of land bearing C.T.S No. 1106, having Survey No. 37, Hissa No.2, admeasuring 1 Hectare 18 Ares and 9 Paies, equivalent to 11,890 square meters and situated at village Chinchavli Shekan, Taluka Khalapur, District Raigad.

On or towards the East by : CST No.1190/Survey No. 29

On or towards the West by : CST No.1114 and 1115/Survey No. 39

On or towards the North by : CST No.1113 and C.T.S No. 1086/Survey No. 40

On or towards the South by : CST No.1112,1117 and 1105/Survey No. 38

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Land)

All that piece and parcel of land, situated at village Chinchavli Shekan, Taluka Khalapur, District Raigad, admeasuring **7512.82** square meters or thereabouts, being a prtion out of the Larger Land and falling on the west side of the existing public road passing through the Larger Land.

On or towards the East by : CST No.1113 and C.S. T. No1086/Survey No.40

On or towards the West by : Public Road

On or towards the North by : CST No.1114 and C.T.S No. 1115/Survey No. 39

On or towards the South by : CST No.1112,1117 and 1105/Survey No. 38

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of External amenities)

1. Community hall
2. Children play garden
3. Gym

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

A residential Flat being Flat No. _____ admeasuring _____sq. mtrs. Carpet Area Plus Terrace Area _____ Sq. Mts Total Usable Area _____ Sq.Mts. on the _____ floor, in “_____” Wing,of the Building to be known as “Maa Smriti”.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Payment schedule)

SR NO.	SLABS	%
1	ON BOOKING	10
2	ON ALLOTMENT/ AGREEMENT	10
3	On or Before completion of PLINTH	10
4	On or Before completion of 1st slab	3
5	On or Before completion of 2nd slab	3
6	On or Before completion of 3rd slab	3
7	On or Before completion of 4th slab	3
8	On or Before completion of 5th slab	3
9	On or Before completion of 6th slab	3
10	On or Before completion of 7th slab	3
11	On or Before completion of roof slab	7
12	On or Before completion of brick work	7
13	On or Before completion of plaster	5
14	On or Before completion of tiling	8
15	On or Before completion of plumbing work	4
16	On or Before completion of electrical work	5
17	On or Before completion of painting work	8
18	On possession	5
TOTAL FLAT VALUE		100

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Amenities of Flat)

2’*2’ Vitrified Tiles
Granite Top Kitchen Platform
2ft high tiles above the kitchen platform.
7ft high dado in bathroom and W.C.
Copper Concealed wiring with circuit breaker switch.
Aluminum Sliding Windows with Glass.
Laminated Main Doors
CP Fitting in bathroom of reputed brand and many more....

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

SIGNED AND DELIVERED BY THE
Withinnamed “PROMOTER”
Moraj Building Concepts Private Limited
Through its Director
Mr. _____
In the presence of:-

1

2

SIGNED AND DELIVERED BY THE
Withinnamed “ALLOTTEE “

MR.

in the presence of:-

1

2

RECEIVED of and from the within named Allottee
MR. _____ a sum of Rs. _____/- (Rupees
_____.Only) paid by them to
us on execution hereof as per terms & conditions of this Agreement on

WE SAY RECEIVED
Moraj Building Concepts Private Limited

Director