

AGREEMENT FOR SALE

This Agreement is made at Mumbai this _____ day of _____ 2019.

Between

M/s. Nirvaana Construction Co. , a Partnership Firm, having its office at **1205, Universal Majestic , Ghatkopar – Mankhurd Link Road, Chembur (W), Mumbai – 400 043** hereinafter referred to as the "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part;**

And

_____ hereinafter collectively referred to as "**the Purchaser**" (which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being) of the **Other Part;**

WHEREAS:-

- A. **M/s. Nirvaana Construction Co. ,** promoters herein are the Owners ("**Owners**") of the Plot bearing Ghat No. 106 (1 to 25) admeasuring 13560 square meters (as per the 7/12 abstract) situated at **Ghat no. 106, Karjat Neral Road, Next to D- mart , Village- Wanjale ,Taluka- Karjat , Dist- Raigad , Maharashtra** and shown in red colour boundary line on the plan annexed hereto and marked **Annexure "1"** and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the "**plot of land**")
- B. The Promoter is entitled upon to construct buildings on the said plot of land in accordance with the recitals hereinabove;

- C. The Promoter has entered into a standard Agreement with an Architect/ Licensed Surveyor registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- D. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the said Building and the Promoter accepts the professional supervision of the Architect/Licensed Surveyor and the Structural Engineer till the completion of the said Building.
- E. The Collector Alibaugh as sanctioned plans for construction of Four buildings consisting of two single buildings without any wings & two buildings each consisting of four wings & two wings respectively, to be constructed on the said plot of land and issued Commencement Certificate bearing no. L.N.A 1(B)/SR.NO.114/2015 dated 13th June, 2017. The Copy of the CC are annexed hereto and marked as **Annexure “2”**.
- F. The Promoter is constructing project consisting aforesaid buildings, the entire project / complex to be known as **Nirvaana Residency**, whereas individual buildings would be known as building no. 1, 2, 3 & 4.

* whereas building no.1 consist of stilt plus seven upper floors consisting of 4 wings named A,B,C & D.

* whereas building no.2 consist of stilt plus seven upper floors consisting of 2 wings named A& B,

* whereas building no.3 & 4 consist of stilt plus seven upper floors with single wing . All buildings would be constructed on the said plot of land (“**said Buildings**”). Presently the promoter has decided to construct building no. 2 & 4. The aforesaid construction of building no. 2 & 4 on the said plot of land shall hereinafter be referred to as the “**said development**”.

- G. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said plot of land and the said Buildings and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Buildings shall be granted by the concerned local authority.

- H. The Promoter has sole and exclusive right to sell the Flats in the said Buildings to be constructed by the Promoter on the said plot of land and to enter into Agreement/s with the Purchaser/s of the Flats to receive the sale consideration in respect thereof;
- I. Advocate Mr. Haresh B. Demla , Nerul (E), Navi Mumbai -400 706 has issued the Title Certificate dated 8nd July, 2017 (“**Title Certificate**”). Mr. Rajesh A. Arekar has issued Search Report of the Property dated 6th July 2017, same is annexed to title certificate. A copy of the said Title Certificate is annexed hereto and marked as **Annexure “3”**. The authenticated copies of 7/12 abstract showing the nature of the title of the Owner to the said plot of land on which the Said Buildings is being constructed have been annexed hereto and marked as **Annexure“4”**.
- J. The Promoter has registered the said development, “**Nirvaana Residency Phase-I**”, on the said plot of land under the provisions of the Act with the Real Estate Regulatory Authority at Maharashtra no. **P52000013902** authenticated copy has been hereto annexed and marked as **Annexure “5”**;
- K. On demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the said plot of land and the plans, designs and specifications prepared by the Promoter's Architect/Licensed Surveyor **M/s. Vastukalp through its partner Mr. Satish Manohar** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made thereunder;
- L. The Promoter has obtained CC up to 7th floor and shall obtain other such approvals from various authorities from time to time, so as to obtain Buildings Completion Certificate or Occupancy Certificate of the said Buildings.
- M. The Promoter has accordingly commenced construction of the said Buildings in accordance with the plans sanctioned by the authorities
- N. The Purchaser has applied to the Promoter for allotment of a Flat No. ____ admeasuring ____ Sq. Meters, carpet area on ____ floor in the ____ Building ---- wing (“**said Flat**”).

- O. And whereas the carpet area of the said Flat is _____ Sq. Mts. and “Carpet Area” means the net usable floor area of Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony area of ----- Sq. Meters. appurtenant to the said Flat for exclusive use of the Allottee (s) or verandah area and exclusive open terrace area of _____ Sq. Meters. appurtenant to the said Flat for exclusive use of the Allottee (s), exclusive cupboard area of _____ sq. meters appurtenant to the said Flat for exclusive use of the Allottee (s) , exclusive of whether sheds where ever provided appurtenant to the said Flat, but includes the area covered by the internal partition walls of the Flat;
- P. The Parties herein 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;
- Q. The sale consideration of the said Flat is Rs. _____ /- (Rupees _____), the booking amount is Rs. _____ /-, Prior to the execution of these presents the Purchaser has paid to the Promoter a sum of Rs. _____ /- (Rupees _____), being part payment out of booking amount towards the sale consideration of the said Flat agreed to be sold by the Promoter to the Purchaser (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance booking amount of Rs. _____ /- (Rupees _____ only) along with balance sale consideration in the manner hereinafter appearing.
- R. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- S. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchaser the said Flat and the Covered parking.

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREEDBY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter is constructing the said Buildings consisting of stilt, and 7 upper floors on the said plot of land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Flat of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.1. (i) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser Flat No. ____ of RERA carpet area admeasuring _____ Sq. meters on ____ floor in the ____ building ----- wing (hereinafter referred to as "**the said Flat**") as shown in the floor plan thereof hereto annexed and marked **Annexure "6"** for the consideration of Rs. _____ (Rupees _____ only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith.

(ii) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser car parking space bearing No.____ situated in the stilt of the building ____ wing ("**parking space**") for the consideration of Rs._____/ - (Rupees _____ only) and more particularly described in the Second Schedule hereunder written. The plan showing the said parking space is annexed hereto and marked as **Annexure"7"**.

1.2. The Purchaser has paid on or before execution of this agreement a sum of Rs. _____ / - (Rupees _____ only) being part payment towards Booking amount and hereby agrees to pay to that Promoter the balance amount of Rs. _____ / - (Rupees _____) in the following manner :-

Sr. No.	Details	Amount (Percentage)
1.	Balance Booking Amount	10% (Less part payment as per 1.2 above)
2.	On or before completion of plinth	35%
3.	On or before completion of 1st slab	3%
4.	On or before completion of 2 nd slab	3%
5.	On or before completion of 3 rd slab	3%
6.	On or before completion of 4 th slab	3%
7.	On or before completion of 5 th slab	3%
8.	On or before completion of 6 th slab	3%
9.	On or before completion of 7 th slab	3%
10.	On or before completion of 8 th slab (Terrace slab)	4%
11.	On completion of the walls, internal plaster, floorings doors and windows of the said Apartment	5%
12.	On completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	5%
13.	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building in which the said Apartment is located.	5%
14.	On completion of the lifts, water pumps, electrical fittings, entrance lobby/s, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.	10%
15.	At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.	5%

- 1.3. GST is calculated and applicable as per present rate (at time of execution of agreement), any increase in same shall be borne and paid by the purchasers, within one week from the date of demand being made by us, the purchaser shall indemnify and keep the promoter indemnified in this regards.

- 1.4. 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 Promoter undertakes and agrees that while raising a demand on the Purchaser 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 Purchaser, which shall only be applicable on subsequent payments.
- 1.5. The Purchaser will be bound to abide with the rules and regulations as may be framed in regard to the said parking space by the Promoters and/ or Society/ Association/ Limited Company of Flat Purchasers ("**said Organization**") to be formed by all the purchasers of Flats in the said buildings and shall pay such outgoings in respect of the said stilt parking space as may be levied by such organization to be formed by them;
- 1.6. The Purchaser herein agrees and confirms that said stilt parking space shall be used for parking of the motor vehicles only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the said parking space;
- 1.7. The Purchaser herein agree and confirm that he/she/they shall not raise any objection to the designations/selections of parking done/to be done by the Promoters for other Purchaser and accepts the designation of the Parking Spaces allotted to the Purchaser herein.
- 1.8. The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 12% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to a Purchaser by the Promoter.

- 1.9. The Purchaser shall pay all other amount and moneys becoming due and payable as per the terms and conditions of this Agreement on their respective due dates without fail and without any delay or default as time in respect of the said payments is of the essence of the contract. The Promoter will forward to the Purchaser intimation of the Promoter having carried out the aforesaid work to the E-mail ID and/ or at the address given by the Purchaser under this Agreement and the Purchaser will be bound to pay the amount of installments as per such intimation by e-mail or by courier at the address of the Purchaser as given in these presents. The Purchaser, in case of delay or default, shall be liable to pay to the Promoter interest on amount due as per the said Act and Rules made there under till the amount is paid to the Promoter.
- 1.10. The amount(s) paid by the Purchaser to the Promoter shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding installments towards consideration in respect of the said Flat, cheque dishonor charges, if any, then any administrative expenses and lastly towards consideration/outstanding dues in respect of the said Flat.
- 1.11. 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 plans for the said buildings or thereafter and shall, before handing over possession of the said Flat to the Purchaser, obtain from the concerned local authority occupation certificate in respect of the said Flat.
- 1.12. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the said Buildings 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

Purchaser 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser 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 1.1 of this Agreement.

- 1.13. The Purchaser 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 Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
2. 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 said Flat to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Flat.
3. Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the said development and handing over the said Flat to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1.2 herein above (“**payment plan**”)
4. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said plot of land is **13489.279** square meters only and Promoter has planned to utilize Floor Space Index of 1.4 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 increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said development. The Promoter has disclosed the Floor Space Index of 1.4 as proposed to be utilized by him on the said plot of land in the said redevelopment and Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

5. If the Promoter fails to abide by the time schedule for completing the construction of the said Building and handing over the Flat to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the said redevelopment, interest as specified in the Rule (MAHARERA), on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule (MAHARERA), on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter.
6. Without prejudice to the right of promoter to charge interest in terms of sub clause 5 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the purchaser committing three defaults of payment of installments, the promoter shall at his own option, may terminate this agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and/or mail at the e-mail address provided by the Purchaser, 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 Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser within a period of thirty days of the termination, the installments of sale consideration of the said Flat which may till then have been paid by the Purchaser to the Promoter, after deducting entire booking amount as per clause 'Q', being liquidated damages for cancellation of said Flat and all taxes, fees, levies, expenses paid by the promoter on behalf of the purchaser.

7. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said Building and the said Flats are set out in **Annexure“8”**, annexed hereto.
8. The Promoter shall give possession of the said Flat to the Purchaser on or before 30th day of June 2019, provided the Promoter has received the full purchase price of the said Flat and other amounts payable by the Purchaser to the Promoter under these presents. If the Promoter fails or neglects to give possession of the Flat to the Purchaser 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 Purchaser the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 5 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 said Flat on the aforesaid date, if the completion of the said Buildings in which the said Flat is to be situated is delayed on account of Force Majeure.

- (i) “Force Majeure” shall include fire, earthquake, flood, epidemic, riot, civil disturbance, war, civil commotion, acts of God, a terrorist attack, or change in law, court order, regulations, or the policies, and/or strike, any changes in any policies or rules and regulations of the Government, collector, town planning department, non availability of the steel, cement or other building material, water or electric supply, etc.

- (ii) If the Promoter is prevented or delayed from performing any of their obligations under these terms on account of the force majeure event, then the Promoter shall notify in writing to the Purchaser the circumstances constituting force majeure event and the obligations, performances of which is thereby delayed prevented, within seven days from the occurrence of the circumstances.
 - (iii) A condition of Force Majeure should extend all time periods for the period under Force Majeure.
- 9. The Purchaser hereby agrees that in the event of any amount being levied by way of premium and other charges, betterment charges and/or development tax, security deposit, charges for the purpose of giving water connection, drainage connection and electricity connection/payable to the Collector , local body and/or to State Government MSEDCL., TATA power or any private electricity provider, other taxes and/or payments of a similar nature becoming payable by the Promoter, the same shall be paid by the Purchaser to the Promoter in proportion to the area of the said Flat. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rata charges which the Purchaser may be called upon to pay by the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cable, electric substation (if any) making and maintaining of Internal Roads and access to the said plot of land, drainage layout and all other facilities till the charge of the said plot of land is handed over to such Organization of the Purchasers of the Flats in the said Buildings.
- 10. So long as each of the Flats/ Parking Spaces in the said Buildings are not separately assessed to the Promoter or to such Organization when formed, a proportionate share of the municipal taxes and water taxes etc. assessed on the said Buildings, such portion to be determined by the Promoter on the basis of the area of each Flat/ covered parking spaces in the said Buildings. The Purchaser along with the other Flat holders will not require the Promoter to contribute a proportionate share of the water charges, tanker water charges, electricity used for water, lifts and any other similar

charges, electricity used for water, lifts and any other similar charges relating to occupation in respect of the Flats which are not sold and disposed off by the Promoter. The Promoter will also be entitled to the refund of the Municipal/ Local Taxes on account of the vacancy of such Flats .

11. Any delay or indulgence by the Promoter in enforcing the terms of the Agreement or any forbearance or giving of time to the Purchaser shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of Promoter.

12. Procedure for taking possession:

- (i) The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the said Flat, to the Purchaser in terms of this Agreement to be taken within one month from the date of issue of the occupancy certificate and the Promoter shall give possession of the said Flat to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agrees to pay the maintenance charges as determined by the Promoter or association of Purchasers, as the case may be.
- (ii) The Purchaser shall take possession of the said Flat within 15 days of the written notice from the Promoter to the Purchaser intimating that the said Flats are ready for use and occupancy:

13. Failure of Purchaser to take Possession of said Flat:

- (i) Upon receiving a written intimation from the Promoter as per clause 12(i), the Purchaser shall take possession of the said 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 said Flat to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 12(i), such Purchaser shall continue to be liable to pay maintenance charges as applicable.

- (ii) If within a period of five years from the date of handing over the said Flat to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said Flat or the said Buildings 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 Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
14. The Purchaser shall use the said Flat or any part thereof or permit the same to be used only for purpose of commercial use only. He shall use the said stilt parking space only for purpose of keeping or parking vehicle.
15. The Purchaser along with other Purchasers of Flats in the said Buildings shall join in forming and registering such Organization to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the such Organization and for becoming a member, including the bye-laws of the proposed Organization and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organization of Purchaser. No objection shall be taken by the Purchaser 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.
16. The Promoter shall, within three months of registration of the Organization, as aforesaid, cause to be transferred to such Organization all the right, title and the interest of the Owner in the said plot of land along with the said Buildings in which the said Flat is situated.

17. At the time of registration of the conveyance of the structure of the said Buildings, the Purchaser shall pay to the Promoter the Purchaser's share of stamp duty and registration charges payable, if any, by such Organization on the conveyance or any document or instrument of transfer in respect of the said Buildings to be executed in favor of such Organization.
18. In the event of organization of all the Purchaser being formed and registered before the sale and disposal by the Promoter of all the Flats/covered parking spaces, the powers and the authorities of such organization shall be subject to the overall authority and control of the Promoter in respect of all the matters concerning the said Buildings and in particular the Promoter shall have absolute authority and control as regards the unsold Flats/covered parking spaces and disposal thereof; PROVIDED AND ALWAYS the Purchaser hereby agree/s and confirm/s that in the event of such organization being formed earlier than the Promoter dealing with or disposing off all the Flats in the said Buildings then and in that event any Purchaser or Purchaser of Flats/covered parking spaces from the Promoter shall be admitted to such organization on being called upon by the Promoter without payment of any premium or any additional charges save and except Rs.500/- for the share money and Rs.100/- as entrance fee and such Purchaser, Purchaser or transferee thereof shall not be discriminated or treated prejudicially by such organization.
19. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the said Flat is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Flat) of outgoings in respect of the said plot of land and the said Buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said plot of land and the said Buildings. Until the said Organization is formed and the said Buildings is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so

determined the Purchaser shall pay to the Promoter provisional monthly contribution of Rs. _____ /- per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the said Building is executed in favor of such Organization as aforesaid. On such conveyance being executed for the structure of the said Building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to such Organization.

20. The Purchaser shall on or before delivery of possession of the said Flat keep deposited with the Promoter, the following amounts :-
- (i) Rs.500/- (for individual), Rs.1,000/- (for Company) towards share money, Rs.100/- application entrance fee of the such Organization;
 - (ii) Rs._____ /-towards adhoc/ provisional contribution towards outgoings of said Organization.

21. **Representations and Warranties of the Promoter:**

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

- (i) The Developer has the requisite rights to carry out development upon the said plot of land and also has actual, physical and legal possession of the said plot of land for the implementation of the said Buildings;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out the said development and shall obtain requisite approvals from time to time to complete the said development;
- (iii) All approvals, licenses and permits issued by the competent authorities with respect to the said development, the said plot of land and said Buildings is valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said development, the said plot of land and said Buildings 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 said development, the said plot of land, Buildings and common areas;

- (iv) 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 Purchaser created herein, may prejudicially be affected;
- (v) 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 plot of land, including the said Buildings and the said Flat which will, in any manner, affect the rights of Purchaser under this Agreement;
- (vi) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;
- (vii) At the time of execution of the conveyance deed of the said Buildings to the association of Purchasers, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the said Building to the Association of the Purchasers;
- (viii) 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 development to the competent Authorities until the said plot of land has been conveyed in favor of the such Organization;
- (ix) 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 said plot of land and/or the said development.

- (x) The promoter has availed construction finance for the said project from the Bharat Co- operative Bank (Mumbai) Ltd , Govandi (East) Branch (herein after referred to as the said bank), as per terms and conditions of sanction of aforesaid loan entire sale proceeds of Flats shall be credited to the account of M/s. Nirvaana Construction Co., Account No. **008412100001957** Bharat Co-operative Bank (Mumbai) Ltd, **Kurla (East)** Branch , the same is duly registered with Maha RERA.

22. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the said Flat may come, hereby covenants with the Promoter as follows :-

- (i) To maintain the said Flat at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the said Buildings is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Buildings and the said Flat itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to encroach upon external and/or internal ducts/void areas attached to the said Flat by constructing permanent and/or temporary work by closing and/or using it, the said duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables etc., (For breach of any of the terms mentioned hereinabove, the Purchaser shall be solely responsible for all the consequences arising because of the same.)
- (iii) Not to affix or put any dish antenna outside the said Flat or any such accessories, which has the possibility to spoil the exterior elevation of the said Flat and the said Buildings.
- (iv) Not to affix or put any grills outside the windows of the said Flat as well as not to change material, color, holes, windows, chajjas, railings etc., which has the possibility of spoiling the exterior elevation of the said Flat and/or said Buildings.

- (v) Not to put or keep flower plant pots, signboards and/or any object outside the windows of the said Flat
- (vi) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Buildings in which the said 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 said Buildings, including entrances of the said Buildings and in case any damage is caused to the said Buildings or the said Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- (vii) Not to chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said Buildings or on the pardis/parapets/railing provided in the said Buildings. Further, the Allottee/s is not entitled to make any kind of holes/core cuts etc., in R.C.C. in R.C.C. slabs or any structural members. The Promoter has informed the Purchaser that all the R.C.C. members, flooring, wall etc., form the structural members of the entire Buildings and/or modification thereto and/or any changes therein either structural or elevational, require strict technical inputs, since any damage to them would result in damage to the entire structure of the Buildings, which may lead to serious implications not only to the said Apartment but to the entire Buildings. The Promoters have also informed to the Allottee/s that any such act on the part of the Allottee/s, is also criminally liable/punishable under the relevant provisions of law.
- (viii) 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 Promoter to the Purchaser and shall not do or suffer to be done anything in or to the said Buildings or the said 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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (ix) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot of land and the said Buildings or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (x) 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 plot of land and the said Buildings.
- (xi) Not to use any location of all designated refuge areas in the said Buildings for storage of goods or placement of ODUs and/or any such personal usage at all.
- (xii) 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 said Buildings.
- (xiii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by the Purchaser for any purposes other than for purpose for which it is sold.
- (xiv) The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up.

- (xv) The Purchaser shall observe and perform all the rules and regulations which the such Organization may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Buildings and the Flats therein and for the observance and performance of the Buildings Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the such Organization regarding the occupancy and use of the said Flat and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - (xvi) Till a conveyance of the structure of the said Buildings is executed in favor of such Organization, the Purchaser 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.
 - (xvii) Until the said plot of land is fully developed, not to obstruct or prevent the Promoter in any manner whatsoever from carrying out further construction of the said Buildings, in such manner as the Promoter may deem fit and proper, as per the sanctioned plans.
 - (xviii) The Purchaser agree/s to follow, bind himself/themselves and agree to indemnify the Promoter by giving irrevocable consent not to combine/ amalgamation two adjacent Flats in the said Buildings by making/ constructing bigger Flat or by whatsoever manner, the Purchaser will not do any such alterations in the layout of the said Flat, which may exceed the approved/sanctioned area of the single individual Flat.
23. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the said Organization or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

24. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said plot of land and the said Buildings or any part thereof. The Purchaser shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him and all open spaces, stilt parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said plot of land and the structure of the said Buildings is transferred to such Organization as hereinbefore mentioned.

25. **Promoter shall not Mortgage or create a Charge:-**

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 Purchaser who has taken or agreed to take such Flat.

26. **Binding Effect:-**

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

27. **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, as the case may be.

28. **Right to Amend:-**

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

29. **Provisions of this Agreement applicable to Purchaser / Subsequent Purchasers:-**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Buildings shall equally be applicable to and enforceable against any subsequent Purchasers of the said Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

30. **Severability:-**

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.

31. **Method of Calculation of Proportionate Share wherever referred to in the Agreement:-**

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

32. **Further Assurances:-**

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.

33. **Place of Execution:-**

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

34. The Purchaser 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.

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

Name of Purchaser :

Purchaser's Address :

Notified Email ID :

M/s Promoter name : M/s. Nirvaana Construction Co.

(Promoter Address : 1205,Universal Majestic, 12th Floor, P.L. Lokhande Marg, Off. Ghatkopar Mankhurd Link Road ,Chembur (West), Mumbai, Maharashtra – 400 043

Notified Email ID : nirvaanar2016@gmail.com

It shall be the duty of the Purchaser 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 Purchaser, as the case may be.

36. Joint Purchasers:-

That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.

37. **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 Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

38. **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 in Mumbai, Maharashtra will have the jurisdiction for this Agreement

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

FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of land or ground situate lying and being at **Ghat No. 106 (1 to 25) admeasuring 13560 square meters (as per the 7/12 abstract) situated at Village – Wanjale, Karjat Neral Road, Next to D- mart , ,Taluka- Karjat , Dist- Raigad , Maharashtra – 400 201 admeasuring 13560 square meters** or thereabouts bounded as follows:

On or towards the East : Survey No. 102/1, 104,102/3, 95/1 & 107

On or towards the West : Survey No.105,109,111 & Gavthan area

On or towards the South : Survey No.1 & Gavthan area

On or towards the North : Survey No.107 & 108

SECOND SCHEDULE ABOVE REFERRED TO

Flat No. _____ measuring carpet area _____ sq. meters on the ____ floor in the ____ building ---- Wing , in the project / complex to be known as “ **Nirvaana Residency**” , on the said plot of land consisting of stilt plus seven upper floors along with the parking space bearing no.----- situated in the stilt of the said building.

Project Features :

Gym, Table Tennis, Carom, Chess, Open Badminton Court, Swimming Pool, Children's Play Area, Jogging Track, Yoga / Meditation Space, Landscape Garden, Flora & Fauna, CCTV Security Available at Selected Places, Rainwater Harvesting, Generator Backup for Common Areas.

Bathroom Features:

Ceramic Tiles Flooring, Hot& Cold Water Mixer for Shower, Superior Quality Sanitary and CP Fittings Provision for Exhaust Fan, Provision For Geyser

Electrical Features:

Concealed Copper Wiring With Modular Switches, AC Point In Master Bedroom. Provision For Cable Point In Living Room, MCB

Civil Features:

Vitrified Tiled Flooring In The Entire Apartment, POP / Gypsum Finished Internal Walls, Well Designed Main & Internal Doors, Powder Coated Aluminum Window, Granite Frames For Windows, Premium Locks, Handles & Hardware , Plastic Emulsion Paint

Kitchen Features:

Granite Platform With Stainless Steel Sink, Ceramic Two Feet Tiled Dado Above Kitchen Platform , Provision For Water Purifier, Provision For Exhaust Fan

SIGNED AND DELIVERED BY THE WITHIN NAMED
Purchaser:

(1) _____

At on in the presence of WITNESSES:

1. Name
 Signature
2. Name
 Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter: M/s. NIRVAANA CONSTRUCTION CO.
Through its Partner

Mr. Vardhman G. Singhvi Or Mr. Lalit C. Bohra

At on in the presence of WITNESSES:

1. Name
 Signature
2. Name
 Signature

R E C E I P T

RECEIVED, of and from the within named “**PURCHASER/S**” _____
a sum of **Rs.** _____ /- (Rupees _____ Only) as part payment
towards booking of **said flat No.** _____ in the **Building No.** _____ , **Wing** --- on the _____
Floor, Situated at **Ghat No. 106, Karjat – Neral Road, Next to D- Mart , Village –**
Wanjale , Taluka – Karjat , Dist – Raigad, Maharashtra as per details mentioned herein
under.

CHEQUE NO.	DRAWN ON	DATE	RUPEES
Total			

We say, we received **Rs.** _____/-

M/S. NIRVAANA CONSTRUCTION CO.

VENDOR

