

**AGREEMENT FOR SALE**

**THIS AGREEMENT** made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_ between **Infinity Construction Company** a partnership firm registered under the Indian Partnership Act 1932 having its principal office at Meghdoot Vallabh Baug Lane Ghatkopar (East) Mumbai 400 077 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 the partners for the time being of the Firm their survivors or survivor and the heirs executors administrators of such last survivor) of the one part and Mr/Mrs/Messrs \_\_\_\_\_ of \_\_\_\_\_ Indian Inhabitant(s)/a firm registered under the Indian Partnership Act 1932/a limited liability partnership registered under the Limited Liability Partnership Act 2008/a Hindu Undivided Family/a limited liability company deemed to be registered under the Companies Act 2013 having his/her/their /its address at \_\_\_\_\_ hereinafter referred to as the '**Allottee**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs executors and administrators and assigns /the partners for the time being of the firm their survivors or survivor and the heirs executors and administrators of such last survivor/the members for the time being of the Hindu Undivided Family and the respective heirs executors and administrators of such last survivor/ its successors and assigns) of the other part

**W H E R E A S:**

**I      FLOW OF TITLE:**

- a    Jeevan Naiya Co-operative Housing Society Limited is a Co-operative Housing Society registered under the Maharashtra Co-operative Societies Act 1960 under No BOM/HSG/117/2 of 1962 on 3<sup>rd</sup> March 1962 (hereinafter referred to as the '**Society**');
- b    By a Deed of Conveyance dated 9<sup>th</sup> June 1962 registered under No BND/1459 of 1962 on 21<sup>st</sup> June 1962 with the Sub-Registrar at Bandra (1) Narhari Raghunath Chemburkar (2) Pirojbai Narhari Chemburkar (3) Manohar Narhari Chemburkar (4) Vilas Narhari Chemburkar (5) Dilipkumar Narhari Chemburkar (6) Vishwas Narhari Chemburkar (7) Mrudula Narhari Chemburkar and (8) Kishore Narhari Chemburkar sold conveyed and transferred unto the Society their respective share right title and interest in the plot of land situate at R C Marg Chembur Mumbai 400 071 within the limits of Grater Mumbai in the revenue village of Chembur taluka CTSO Chembur in the district and registration sub district of Mumbai Suburban bearing CTS Nos as follows:

<b>Sr No</b>	<b>CTS No</b>	<b>ULPIN / PU-ID</b>	<b>Area (in sq. mts)</b>
1.	1648	88095174404	1236
2	1648/1	83816360797	39.30
3	1648/2	88256229422	38.80
4	1648/3	96779302289	36.10
5	1648/4	92086506530	56.10
6	1648/5	92550146535	43.90
7	1648/6	85744122134	56.50
8	1648/7	83446358584	39.90
9	1648/8	73146551889	38.80
10	1648/9	74427328735	36.10
11	1648/10	89545655001	56.10
12	1648/11	93206292767	43.90

13	1648/12	95930471291	56.50
14	1649	98857624325	1663.20
15	1649/1	74440637535	196.20
16	1649/2	91190460626	55.00
17	1649/3	95698990062	80.50
18	1649/4	97105124677	68.10
19	1649/5	87013720683	24.00
20	1649/6	97564431871	49.20
21	1649/7	71281259877	30.00
22	1649/8	75519237668	49.20
23	1649/9	95533374010	59.70
24	1649/10	89286095772	67.70
25	1649/11	85117918304	50.90
		<b>TOTAL</b>	<b>4,171.7</b>

in aggregate admeasuring 4,171.7 sq meters shown by red color outline on the plan annexed hereto as **Annexure '1'** and more particularly described in the First Schedule hereunder written (hereinafter referred to as the '**Plot**');

- c The Society constructed three residential buildings consisting of seven (7) wings each of ground and three upper floors known as 'Jeevan Naiya' assessed to municipal taxes under 'M' ward nos (i) 1913/F-59 Charai Gaathan Building no C Mumbai (ii) 1913(2)/F-59B Charai Gaathan Building no B-1 Mumbai (iii) 1913(2A)/F-59A Charai Gaathan Building no B-2 Mumbai (iv) 1913(3)/F-59C Charai Gaathan Building no 1 Mumbai and (v) 1913(3A)/F-59CA Charai Gaathan Building no 2 Mumbai (hereinafter referred to as the '**Old Buildings**'). The Plot with the Old Buildings thereon shall hereinafter collectively be referred to as the '**Property**';
- d By a Development Agreement dated 15<sup>th</sup> October 2014 registered under no KRL-1/11483 of 2014 on 12<sup>th</sup> December 2014 with the Sub Registrar at Kurla 1 readwith Supplementary Agreement dated 17<sup>th</sup> May 2024 registered under no KRL-4/10662 of 2014 on 29<sup>th</sup> May 2024 with the Sub Registrar at Kurla-4 Mumbai (hereinafter referred to as the '**Agreements**') the Society granted unto the Promoter the rights to develop the Property;
- e In the circumstances as aforesaid, the Promoter became entitled to the development rights in respect of the Property. By their Certificate of Title dated \_\_\_\_ April 2025, Messrs S Shah and Associates, Advocates and Solicitors have certified the title of the Promoter to the Property;

## II **BUILDING:**

- f The Old Building was over sixty (60) years old and hence was in dilapidated condition. Hence the Promoter decided to demolish the same and construct a new building in place and stead thereof and to rehouse re accommodate and rehabilitate the existing members of the Society in such a building to be constructed on the Plot;
- g The Promoter arrived at agreements and arrangements with all the members of the Old Building. Thereafter the Old Building was demolished;
- h The Promoter intends to construct on the Plot one building with three wings for residential use consisting of stilt four podium and each wing of thirteen(13) upper floors to be known as 'Mahavir Serene' which will hereinafter be referred to as the '**Buildings**'. The Buildings will comprise of: (i) stilt comprising of Entrance Lobby, Surface and Stack Car Parking Spaces, Meter/Panel Room, Fire Tank, Pump Room, Underground Water Tanks, and Flushing Tank; (ii) first to third podium comprising of Surface Car Parking Spaces with Finess Centre and Society Office on third podium; (iii) fourth podium comprising of Surface and Stack Car Parking Spaces, and (iv) first to thirteenth upper floors comprising of residential premises. The stilt podium

and upper floors will be connected by a ramp. There shall be one(1) staircases and two(2) passenger lifts each Building. The refuge area is at fourth and eleventh floor of each Building;

### III **PERMISSIONS:**

- i The services of NP3 Architects and consultants registered with the Council of Architects and S. V. Patel Associates RCC consultant have been engaged for preparation of the plans designs and drawings and to supervise the construction of the Buildings;
- j By the Intimation of Disapproval bearing no P-21658/2024/(1649)/M/W Ward/CHEMBUR-W/IOD/1/New dated 07<sup>th</sup> April 2025 the BrihanMumbai Municipal Corporation (hereinafter referred to as 'BMC') sanctioned the plans specifications and elevation plans for redevelopment of the Plot by construction of the Buildings thereon. The BMC has granted to the Promoter the Commencement Certificate bearing no \_\_\_\_\_ dated \_\_\_\_\_ 2025 for commencing the construction of the Buildings on the Plot;
- k Upon the issue of the Intimation of Disapproval and the Commencement Certificate the Promoter has commenced development of the Property by constructing the Buildings in accordance with the sanctioned/amended building plans. The Promoter will be entitled to make such variations or amendments thereto as the Promoter may in its absolute discretion deem fit and proper;
- l The Promoter has availed the installment payment facility provided by the BMC and State Government for various payments to be made to BMC and / or State Government of Maharashtra;

### IV **RERA:**

- j The Promoter has registered the project/construction of the Buildings on the Plot under the provisions of the Real Estate (Regulation & Development) Act 2016 (hereinafter referred to as the 'RERA') and the rules made thereunder with the Maharashtra Real Estate Regulatory Authority under no \_\_\_\_\_ on dated \_\_\_\_\_ 2025. The Allottee confirms that prior to the execution of this Agreement, the Allottee has visited the website of the Maharashtra Real Estate Regulatory Authority and has reviewed and understood the contents of all documents and information uploaded by the Promoter on the website in relation to the Project;

### V **VERIFICATION:**

- k The Promoter has the right to sell and allot the residential flats alongwith parking spaces in the Buildings and to enter into agreements with the Allottees of such premises and to receive the consideration in respect thereof;
- l The Allottee has demanded and has taken inspection of all the documents of title relating to the Property and the development rights of the Promoter thereof including the documents referred to hereinabove. The Allottee has fully and completely satisfied himself about the title of the Promoter to the Property and its entitlement to develop the Plot and to construct the Buildings and also to enter into these presents. The Allottee has also taken inspection of Project Registration Certificate issued by Maharashtra Real Estate Regulatory Authority, the Intimations of Disapproval and Commencement Certificate issued by the MCGM, approved by the MCGM and other relevant documents and papers including the city survey records, record of rights, property register cards required to be furnished to the Allottee by the Promoter under the provisions of the RERA and RERA Rules. The Allottee confirms that he has entered into this Agreement after being aware of all the facts and after

inspecting the aforesaid recited documents and other relevant documents and papers in respect of the Plot and the Buildings. No further question requisition or objection shall be raised on any matter relating to the Promoter's title to the Property and that the Allottee hereby accepts the Promoter's title to the same;

- m The Allottee has also read and understood the terms conditions obligations etc as setout in the various approvals and sanctions obtained by the Promoter and that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Buildings are completed and after the management of the Buildings are handed over to the Organization, as provided hereinafter. The Allottee has agreed to abide by and comply with such continuing conditions and obligations;

**VI ANNEXURES:**

- n The photocopies of: (1) Block Plan of the Plot; (2) the Property Register Cards; (3) the Certificate of Title dated \_\_\_\_\_ of the Property; (4) the Intimation of Disapproval dated 07<sup>th</sup> April 2025 (5) Commencement Certificate dated \_\_\_\_\_ (6) RERA Registration Certificate dated \_\_\_\_\_ and (7) Plans of the Premises agreed to be purchased by the Allottee are annexed hereto as Annexures '2' to '8' respectively;

**VII DEVELOPMENT:**

- o The Promoter declares that the originating and incentive Floor Space Index (FSI) as per the provisions of the Development Control and Promotion Regulation 2034 at present available in respect of the Plot is \_\_\_\_ sq mts. Over and above the available/unutilized originating and incentive FSI as aforesaid, the Promoter intends to use utilize and load on the Plot the extra fungible FSI and all other advantage benefit profit or privilege in respect thereof to the maximum extent permissible. Such available/unutilized FSI and the FSI Credit that may be granted to the maximum loadable extent will be utilized by the Promoter in the construction of vertical extension or horizontal extension annexed to the Building;

**VIII PREMISES:**

- p The Allottee has offered to purchase from the Promoter the residential premises alongwith parking space in the Building shown by blue colour lines on the plan thereof annexed hereto as Annexure '9' which premises is more particularly described in the Second Schedule hereunder written and is hereinafter referred to as the '**Premises**';

**IX CONSIDERATION:**

- q Relying on such offer and application the Promoter has agreed to sell to the Allottee the Premises for the Consideration (inclusive of TDS) as set out in the Third Schedule hereunder written (hereinafter referred to as the '**Consideration**') on the terms and conditions hereinafter appearing;
- r On or before execution of these presents the Allottee has paid to the Promoter an earnest money deposit as set out in the Third Schedule hereunder written (the payment and receipt whereof the Promoter does hereby admit and acknowledge). The balance Consideration excluding the earnest money deposit will be paid by the Allottee as set out in the Third Schedule hereunder written. The TDS (Tax Deducted at Source) under the Income Tax Act 1961 will be deducted out of the Consideration at the applicable rates;

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

## 1 INTERPRETATION:

1.1 The parties hereby acknowledge and confirm that the aforesaid recitals form an integral part of this Agreement.

1.2 In this Agreement wherever the context admits, the singular includes the plural and vice versa and any gender includes any other gender.

1.3 The descriptive headings of the Clauses Sub Clauses and Paragraph are inserted only for information and shall form the part of the operative part of this Agreement.

1.4 The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this Agreement mean and refer to this Agreement. The recital schedules or annexure annexed to this Agreement shall form an integral part of this Agreement.

1.5 In the foregoing agreement the term 'Premises' shall include the residential flats/tenements/premises alongwith benefit to use the parking spaces hereby agreed to be sold. The term 'Allottee' shall include Allottee of residential flats/tenements/premises alongwith parking space hereby agreed to be sold. The term 'Allottee' shall also include the plural and feminine gender of the term 'Allottee':

## 2 TRANSACTION

2.1 The Allottee does hereby agree to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the residential flat (hereinafter referred to as the '**Flat**') along with parking space in the Buildings shown by blue colour outline on the plans thereof annexed hereto as Annexure '9' and more particularly described in the Second Schedule hereunder written (hereinafter collectively referred to as the '**Premises**') in the Buildings known as 'Mahavir Serene' to be constructed on the Plot shown by red color outline on the plan annexed hereto as Annexure '1' and more particularly described in the First Schedule hereunder written.

2.2 The Promoter will provide the amenities and specifications including the fixtures and fittings flooring sanitary fittings amenities in the Flat as set out in the Fifth Schedule hereunder written.

2.3 The Promoter shall confirm the final RERA carpet area that has been purchased by the Allottee after the construction of the Buildings are complete and the Occupation Certificate is granted by the MCGM by furnishing details of the changes, if any in the RERA carpet area. Provided however the RERA carpet area of the Premises may increase/decrease to a maximum extent of 3% (three percent) thereof. The Consideration payable for the Premises shall be recalculated upon confirmation by the Promoter. If there is any reduction/decrease in the RERA carpet area of the Premises (an excess of 3% thereof) then the Promoter shall refund the proportionate excess consideration to the Allottee. If there is any increase in the RERA carpet area of the Premises (an excess of 3% thereof) Promoter shall demand additional amount from the Allottee and the Allottee will be bound and liable to pay the same alongwith the next installment of the Consideration as per the Third Schedule hereunder written. All these monetary adjustments shall be made prorata that is at the same rate per square foot as agreed in this Agreement.

## 3 CONSIDERATION:

3.1 The Allottee will purchase the Premises for the Consideration (inclusive of TDS) as setout in the Third Schedule hereunder written (hereinafter referred to as the '**Consideration**') The Consideration amounts shall be subject to deduction of 1% TDS by the Allottee at the time of making payment of Consideration, which under the amended provisions of Section 194IA of the Income Tax Act 1961 w.e.f 1<sup>st</sup> September 2019 is inclusive of Agreement Value and all other charges. The

Allottee shall submit copy of the TDS challans Form 26QB with Form 16B to the Promoter immediately after making payment.

3.2 All payments to be made by the Allottee under this Agreement in favour of the Promoter shall be either by way of cheque/banker's cheque/RTGS/NEFT, in the RERA Designated Collection Bank Account as under:

If by way of cheque or banker's CHEQUE / RTGS / NEFT in favour of:

Name of Account : Infinity Construction Company  
Designated Collection Account

A/C No. : \_\_\_\_\_

Name of Bank : ICICI Bank

Name of Branch & Address : \_\_\_\_\_,

\_\_\_\_\_,

IFSC Code : \_\_\_\_\_.

The Allottee shall, on making a payment via RTGS/NEFT, share with the Promoter the UTR Code/ Reference Number to identify the payment. The Allottee shall be responsible for ensuring that payment of each installment is made within 7 (Seven) days of the demand for the said installment made by the Promoter. Payment shall be deemed to have been made when credit is received for the same by the Promoter in its account, as mentioned hereinabove. In addition to the above bank account, the Promoter has opened in the same bank, RERA Designated Separate Bank Account No. \_\_\_\_\_ and RERA Designated Transaction Bank Account No. \_\_\_\_\_.

At its sole discretion, without prejudice to its other rights, the Promoters may charge a payment dishonor charge of **Rs. 5,000/- (Rupees Five Thousand Only)** per cheque in addition to the interest for delayed payment.

3.3 Save and except the Tax Deducted Source (TDS) as aforesaid the full Consideration of the Premises hereinabove stated will exclude all other statutory payments deduction taxes etc (consisting of tax paid or payable) including Value Added Tax, Services Tax, Goods and Services Tax and Cess or any other similar levies taxes which may be levied, in connection with the construction of the Buildings and the sale of the Premises upto the date of handing over the possession of the Premises and all such levies dues duties taxes payments will be paid by the Allottee alone even irrespective of the statutory provisions in that behalf. The amounts paid by the Allottee to the Promoter shall be appropriated:

- (i) First, towards dishonor charges in case of dishonor of payment or any other administrative expenses incurred by the Promoter
- (ii) Second, towards interest as on date of delayed payments.
- (iii) Third towards taxes payable by him/her if applicable
- (iv) Fourth towards costs and expenses for enforcement of this Agreement and recovery of amount/s due and payable by the Allottee under this Agreement
- (v) Fifth for all outstanding instalments towards consideration in respect of the Premises and other amounts payable by the Allottee in respect of the Premises or under this Agreement.

Under no circumstances shall any express intimation or communication by the Allottee, with regards to the appropriation of the payments made hereunder, other than as aforesaid, be valid and binding on the Promoter.

3.3 The cost of the amenities and safety features and amenities fittings fixtures etc to be provided in the Flat, the costs of electricity cables lines meter deposits/charges installation of water lines water mains sewerage lines sewerage mains electric substation (if any) making and maintaining internal roads and access to the Plot as also all the proportionate charges for infrastructural facilities, as herein provided have not been factored or included into the Consideration of the Premises under clause 3.1 above. The proportionate amount of deposits premium charges payable to various Government or other Public Bodies and authorities etc have also not been considered while arriving at the Consideration in respect of the Premises.

3.4 The full Consideration is escalation free save and except escalations/payments/increases due to 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 authorities local bodies/Government from time to time. The Promoter agrees that while raising a demand on the Allottee for escalations/payments increases in any statutory charges, costs or levies etc imposed by the competent authorities etc, the Promoter shall enclose the notification/order rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee.

3.5 The Allottee does hereby irrevocably authorize the Promoter to adjust/appropriate all the payments made by him/her under any head(s) of dues against lawful outstanding, Consideration if any, in his name as the Promoter may in its sole and absolute discretion deem fit. The Allottee agrees and undertakes not to object obstruct question or challenge the Promoter adjustments/appropriations of his payments in any manner and under any circumstances whatsoever.

3.6 The Promoter may allow in its discretion a rebate for early payments of the installments of the Purchase Price payable by the Allottee by discounting such early payments at the Agreed Interest Rate per annum for the period by which the respective installment has been preponed. Such rebate shall be provided to the Allottee only if mutually agreed upon between the Parties in writing. The provision for allowing rebate and the rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee by the Promoter. The term "Agreed Interest Rate" wherever the same appears in this Agreement shall be deemed to be a reference to the Interest Rate as mentioned in Rule 18 of the RERA Rules.

3.7 The Allottee if a resident outside India, shall be solely responsible for compliances relating to the necessary formalities laid down in the Foreign Exchange Management Act 1999 (hereinafter referred to as 'FEMA'), the rules and regulations of the Reserve Bank of India (hereinafter referred to as 'RBI') and all other applicable laws, rules and regulations made with regard to purchase of immovable Plot by person/s resident outside India and any statutory amendment(s), modification(s) thereof and all other applicable laws including that of remittance of payment/acquisition/sale/transfer of immovable properties in India etc and shall provide to the Promoter with such permissions, approvals which would enable the Promoter to fulfill its obligations under this Agreement. The Allottee understands and agrees that in event of failure on the part of the Allottee to comply with the obligations of the Allottee set out in this clause or failure to comply with the aforesaid applicable laws, rules, regulations, or guidelines issued by the RBI or other concerned authorities, the Allottee shall be solely liable for any action under the FEMA or any of the aforementioned laws, rules, regulations, guidelines, etc. The Allottee agrees to keep the Promoter fully indemnified and harmless in this regard and agrees that the Promoter shall accept no responsibility for the same. The Allottee further undertakes to immediately intimate the Promoter in writing about any change in the commercial status of the Allottee subsequent upon signing of this Agreement; and to comply with the necessary formalities if any under the prevailing applicable laws. It is hereby agreed between the parties that the Promoter shall not under any circumstances be held responsible towards any third-party making payment/remittances on behalf of any Allottee of the Premises applied for in any way.

3.8 The Promoter shall issue Demand and Tax Invoice to the Allottee intimating the Allottee about the stage-wise payment as more particularly set out in the Third Schedule hereto. The payment at each stage is individually referred to as “**the Instalment**” and collectively referred to as the ‘**Instalments**’. The payment shall be made by the Allottee within seven(7) days of the Promoter making a demand for the payment of the Instalment. Time being the essence of the contract. The Allottee shall pay all other amounts 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 each Instalments is of the essence of the Contract. The Promoter will forward to the Allottee intimation of the Promoter having carried out the aforesaid work vide Email given by the Allottee under this Agreement and the Allottee will be bound to pay the amount of instalments within the period of fifteen(15) days as contained in such intimation/demand letters. In case of delay or default the Allottee shall be liable to pay to the Promoter interest per annum which shall be the State Bank of India highest Marginal Cost of Lending Rate plus 2% till amount is paid to the Promoter.

3.9 The Consideration and Other Charges, Usage Charges (as defined below), maintenance and outgoings as agreed herein are exclusive of all taxes, duties and cess including but not limited to Goods and Service Tax, Property Tax, Swachh Bharat Cess, local body tax and/or any other direct or indirect taxes which may be levied, in connection with the sale and construction of and carrying out of the Buildings and/or with respect to the Premises and/or this Agreement and amounts payable by the Allottee in respect of the Premises towards infrastructure charges, legal charges, maintenance charges of the Buildings and for such facilities/infrastructure forming part of the Buildings commonly shared by the Allottee in the Buildings, share application money or any other charges as agreed in this Agreement. It is clarified that all such taxes levies duties cesses (whether applicable/payable now or which may become applicable/payable in future) including Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the Premises or on this instrument, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. The Allottee shall also fully reimburse the expenses that may be incurred by Promoter consequential upon any legal proceedings that may be instituted by the concerned authorities against Promoter or by Promoter against any authorities or third party on account of such liability arising out of non-payment of the aforesaid amounts/taxes by the Allottee.

3.10 The Consideration shall also exclude all deposits, advances, legal charges, society charges and all other costs, charges expenses incidental thereto (hereinafter referred to as the ‘**Advances**’) set out in the Fourth Schedule hereunder written. The Advances are tentative and subject to finalization on or before handing over possession of the Premises. The changes, if any, in the Advances as setout above shall be intimated by the Promoter to the Allottee on or before handing over possession of the Premises to the Allottee. It is further clarified that the heads of Advances mentioned hereinabove are only indicative and not exhaustive and the Allottee agrees to pay to the Promoter, such Advances/amounts or such increase in the above mentioned Advances/ amounts as the Promoter may indicate without any delay or demur. The Allottee irrevocably and unconditionally agrees to pay the same and has understood and accepted that the payment of Advances shall be a precondition for handing over possession of the Premises. The Allottee acknowledges that after utilization of the initial maintenance paid in terms of this Agreement, the Society shall have right to revise the Advances, Maintenance and Outgoings and the Allottee agrees and undertakes to make the payment of the same within the stipulated time. It is further agreed that if by reason of any enactment, amendment, notification, judicial pronouncement or for any other reason, this transaction or this Agreement attracts any other or additional taxes, duties, levies and cess, whether before or after the possession of the Premises is handed over to the Allottee, the Allottee alone shall bear and pay to the Promoter or such concerned

authority forthwith on demand and the Promoter shall not be liable for payment of any taxes, duties, levies and cess in connection with or arising out of this transaction/Agreement or any other instrument in connection herewith. The Allottee shall at all times hereafter keep the Promoter indemnified, saved and harmless against all losses, damages, penalties, fines, interest, cost of litigation and all consequences arising on account of non-payment of taxes as agreed herein.

3.11 All payments shall be made by way of demand drafts/pay orders/ account payee cheques/RTGS/ECS/NEFT or any other instrument drawn in favour of/to the account of the Promoter set out hereunder. The cheques issued by the Allottee in favour of the Promoter are subject to realization. In case of any financing arrangement entered by the Allottee with any bank/ financial institution with respect to the purchase of the Premises, the Allottee undertakes to direct and ensure that such bank/financial institution disburse/pay all such amounts due and payable to the Promoter through RTGS /ECS/NEFT/account payee cheque/demand draft/pay order drawn in favour of/to the account of the Promoter more particularly mentioned hereunder. Any payments made in favour of/to any other account other than as mentioned hereunder shall not be treated as payment towards Consideration in respect of the Premises. The Promoter shall be entitled to change the account by giving a written notice to the Allottee to that effect in which case the payments of the amounts under this Agreement shall be made by the Allottee and/or the aforesaid bank/financial institution in such new account.

3.12 Time is of the essence for the Allottee. The Allottee shall make timely payments of the entire Consideration, Advances, Usage Charges, taxes, maintenance and outgoings payable by him/her/it in terms of this Agreement. Subject to Allottee meeting, complying with and fulfilling all its obligations under this Agreement (subject to Force Majeure Events) the Promoter shall abide by the time schedule for completing the Premises and offering to hand over the Premises to the Allottee after receiving the part/ full Occupation Certificate in respect thereof.

3.13 The Promoter will abide by the time schedule for completing the building and handing over the Premises to the Allottee and the common areas to the association of the Allottee after receiving Occupation Certificate. Similarly the Allottee shall make timely payments of the Installment and other dues payable by him and meeting other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided herein.

3.14 The Allottee agrees and confirms that in the event of delay/default in making the statutory payments of the GST and TDS or any such taxes or amounts under this Agreement required to be paid by the Allottee and / or as may be called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any amounts received from the Allottee and the Allottee shall forthwith pay the balance amount due and payable by the Allottee to the Promoter.

3.15 In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee / both, as the case may be, in accordance with the agreed terms of payment."

#### **4 BUILDING:**

4.1 The Promoter intends to construct on the Plot a residential building consisting of three (3) wings comprising of part stilt, four (4) podiums and thirteen (13) upper floors to be known as 'Mahavir Serene' The Building will comprise of:  
 (i) stilt comprising of Entrance Lobby, Surface and Stack Car Parking Spaces,

Meter/Panel Room, Fire Tank, Pump Room, Underground Water Tanks, and Flushing Tank; (ii) first to third podium comprising of Surface Car Parking Spaces with Finess Centre and Society Office on third podium; (iii) fourth podium comprising of Surface and Stack Car Parking Spaces, and (iv) first to thirteenth upper floors comprising of residential premises. The stilt podium and upper floors will be connected by a ramp. There shall be one(1) staircase and two(2) passenger lifts for each wing. The refuge area shall be provided at fourth and eleventh floor of each Building.

4.2 The Buildings will be constructed in accordance with the building plans and designs approved by the concerned local authority and the specifications drawn by the Promoter which has been seen and approved by the Allottee with the amendments variations and modifications thereto that may be made by the Promoter from time to time. The Promoter will always be entitled to make such variations and modifications to such sanctioned building plans as it may deem fit or as may be required by the concerned local authority without affecting the area of the Flat. The Promoter shall obtain the prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law. The Promoter will provide the amenities and specifications including the fixtures and fittings flooring sanitary fittings amenities in the Flat including the lifts in the Buildings as setout in the Fifth Schedule hereunder written.

4.3 The Allottee alongwith the Allottees of such additional flats/ tenements/premises etc in the Buildings will be entitled to use in common the water tanks pump room access areas lifts staircase lobbies landings refuge areas society office and other common areas more particularly described in the Sixth Schedule hereunder written (hereinafter referred to as the '**Common Areas**').

4.4 Unless and until the Promoter expressly and duly sells assigns transfers or in any manner allots/grants the rights to use utilize or occupy the overhead terrace pocket terraces appurtenant or adjoining to any premises podiums/ parking floors or otherwise parapets or external walls blank walls and other walls or any other areas compounds or portions of the Buildings and/or on the Plot more particularly setout in the Seventh Schedule hereunder written (hereinafter be referred to as the '**Restricted Areas**') the Promoter will be deemed to be entitled thereto and in possession of the same.

4.5 Further the Promoter its agents servants licensees transferees or assignees will always be entitled and authorized to remain in possession and to have the uninterrupted access and use of the Restricted Areas for such purposes as the Promoter its assignees transferees or agents may deem fit. The Allottee does hereby agree and undertake not to in any manner whatsoever obstruct hinder hamper or object to the Promoter or its agents servants licensees transferees or assignees being in the exclusive use occupation enjoyment and possession of the Restricted Areas or any part or portion thereof and using the same for its purposes as aforesaid;

4.6 The terrace podium patios and open space or balconies appurtenant or adjacent or vertically or horizontally connected to the premises in the Buildings duly allotted to the Allottees of such flats and premises shall belong exclusively to the respective Allottee of such premises and such space etc are intended for the exclusive use of the respective Allottee alone. Such space shall not be enclosed by the Allottee thereof till the permission in writing is obtained from the concerned local authority and the Promoter or the Society as the case may be. The Allottee or the Society will not raise any objection or make any claim of any nature whatsoever to such terraces or balconies or portions thereof. 7 All the architectural features attached/adjacent/appurtenant with the Flat shall be exclusively used occupied enjoyed and possessed by the Allottee alone. The Allottees of any other Flats in the Buildings shall have no right title or interest of any nature whatsoever in such areas attached / appurtenant to the Flat. 4.8 The name of the Building shall always be 'Mahavir Serene'.

4.9 In the course of developing and constructing the Building, the Promoter has expressed hardship to the BMC in providing regular open space required for light and ventilation as per DCPR 2034. Upon the request of the Promoter the BMC has condoned such required mandatory open space deficiency.

4.10 The plans of the Building have been sanctioned by the BMC with deficiency in open space and the same will be constructed accordingly. The Allottee has duly perused and understood the provisions and consequences thereof and will not hold the Promoter or any local authority liable in that behalf. The Consideration will also remain unchanged in that regard.

4.11 The Promoter shall make payments to the BMC and/or State Government of Maharashtra in installment as permitted under various circulars issued by the BMC from time to time.

4.12 It is further clarified that at the time of possession of the Premises, certain facilities/amenities proposed to be provided in the Building may not be ready or other facets of the Building or floor/s may not be completed. The Allottee shall not delay accepting possession of the Premises or delay making any payments on the ground that such facilities /amenities are not operational and/or that certain work in respect thereof is pending to be completed. It is further clarified that subject to availability it may take some time for the Promoter to provide some additional facilities and to fully complete the Building even after obtaining the part occupancy certificate in respect of the Flat. The Allottee hereby confirms that the Allottee has no objection to the same and will not cause any hindrances or obstructions in the course of the Promoter carrying out such work on the Plot or in the Building. The Allottee will not raise any issue concern or dispute in that behalf or in regard thereto or the quantity quality or number thereof.

## 5 **DEVELOPMENT PHASES:**

5.1 The Promoter shall observe perform and comply with all the terms conditions stipulations and restrictions if any subject to which the concerned local authorities have sanctioned the plans or thereafter and shall before handing over possession of the Flat to the Allottee obtain from the concerned local authority the Occupation Certificate in respect of the Premises.

5.2 The Promoter confirms that it is developing the Plot with the use of Floor Space Index ('FSI'). extra Additional Floor Space Index, Fungible FSI, Floating FSI and Transferable Development Rights in accordance with the plans sanctioned by BMC. The Allottee hereby expressly agrees confirms and declares that he is aware that the Promoter is entitled to use utilize and consume the following and all other development potential presently available in respect of the Plot under the provisions of DCPR 2034:

- a originating Floor Space Index (FSI) of \_\_\_\_\_ sq mts;
- b FSI by way of Transferable Development Rights to the extent of \_\_\_\_\_ sq mts; (Including road set back area)
- c Fungible FSI of \_\_\_\_\_ sq mts;  
and
- d FSI by payment of premium \_\_\_\_\_ sq mts;

5.3 The Allottee is further aware that out of the aforesaid, the FSI/ development potential to the extent of \_\_\_\_\_ sq mts shall be utilized in the construction of the Building on the Plot.

5.4 The Promoter will be entitled to use utilize consume or assign the unutilized FSI balance FSI and/or fungible FSI or the extra FSI or TDR or any other advantage benefit profit privilege or development potential which is now available or which may become available in the future in respect of the Plot

on account of relaxation modification or amendment to the building regulations or as a result of any special concession that may be granted by the MCGM and/or State of Maharashtra or otherwise howsoever by constructing extra premises of any nature whatsoever in a vertical extension or horizontal extension annexed to the Buildings or any part or portion thereof or elsewhere on the Plot.

5.5 Such unutilized or balance FSI if any or the extra FSI TDR or fungible FSI any other such advantage benefit profit privilege or development potential of whatsoever nature that may become available in respect of or arising out of the Plot or any part or portion thereof shall be used utilized and consumed in the construction of extra flats/ tenements/premises etc in the vertical extension or horizontal extension annexed to the Buildings or any part or portion thereof or elsewhere on the Plot.

5.6 For the purposes of construction of such extra premises and to utilize such extra or further FSI/TDR/fungible FSI or other benefits etc as aforesaid, the Promoter or its assigns or nominees are hereby irrevocably and unconditionally authorized and will be absolutely and always entitled to enter upon the Plot and the Buildings and construct columns beams pillars and other external supports and members to the Buildings and that the Allottee will not raise any objection thereto.

5.7 The Allottee hereby expressly agrees undertakes and covenants that all necessary facilities assistance and co-operation will be rendered by the Allottee to the Promoter to enable the Promoter to make any changes and/or alterations and/or to raise extra floor or floors or structures in accordance with the amended or modified plan sanctioned by the Municipal authorities. The Allottee hereby further agrees and undertakes that the Allottee as a member of such Organization, will accord his approval to such Organization giving and granting to the Promoter full facility assistance and co-operation to enable the Promoter to enter upon the Plot and the Buildings and to construct vertical extensions or horizontal extensions annexed or extra floors above the Buildings or any part or portion thereof and also change the user thereof or elsewhere on the Plot and also for the aforesaid purpose to shift the water tanks and other structures etc on upper floors or floor when so constructed.

5.10 The Promoter will be entitled to transfer/assign all or any of the aforesaid rights hereby retained and reserved by it to any other person or persons for such consideration and on such terms as it may deem fit and that the Allottee does hereby expressly agree and undertake that he will not claim or charge and that he will not hinder hamper obstruct or in any manner object to the same. Such transferee/assignee will be entitled to all or any of the aforesaid rights without any payment or any kind to contribution of and without any objection or obstruction of the Allottee or the Organization.

5.11 In case of any increase in the present originating FSI TDR or any other development potential of the Plot due to change/amendment in the development plans including in DCPR 2034 or otherwise then and in such an event the Promoter is hereby authorized and will always be irrevocably and unconditionally entitled to use such increased development potential in the construction of extra premises in the vertical extension above the Buildings. The Allottee of such residential premises shall be admitted as the members of the Society. The Allottee has dully and fully understood such aspects of construction of the premises in the future specific area in the vertical extension of the Buildings and the Allottee shall not obstruct hinder hamper and object to the same.

5.12 The Allottee has clearly understood the implications of all the above provisions. The aforesaid conditions are the essence of this contract and only upon the Allottee agreeing to the aforesaid conditions as a condition precedent, the Promoter has agreed to sell the Premises to the Allottee. The Allottee shall not be entitled to object to any of the aforesaid provisions rights and authorities hereby granted to the Promoter or claim any reduction in price of the Premises on such or other grounds like damage hardship or inconvenience in respect of the Premises or any portion of the Plot.

## **6 NO DEMISE OF PLOT:**

It is further expressly agreed and understood by and between the parties hereto that nothing contained in this Agreement is intended to be or shall be construed as a grant demise or assignment in law of the Plot or the Buildings thereon or the Common or Restricted Areas thereof. It is expressly agreed and understood by and between the parties hereto that save and except the Premises, the Allottee does hereby agree and undertake not to claim any right in the Plot or the Buildings including the Common Areas or Restricted Areas. Unless expressly and duly sold/ allotted by the Promoter, all the Restricted Areas unutilized FSI fungible FSI or extra FSI or TDR or any other further or future benefit privilege or advantage or development potential that may hereafter become available in respect of the Plot will always remain the property of the Society.

## **7 ORGANISATION:**

7.1 The Allottee shall join the Allottees of the other flats tenements premises etc in the Buildings to be admitted as the members of the Society on the terms and conditions herein contained and subject to the bye-laws of the Society. The Allottee will sign and execute application for membership and other papers and documents and do all other acts deeds matters and things as may be directed by the Society for being admitted as members of the Society. At the request and direction of the Society (if any) the Allottee will bear pay and contribute such amounts for and on account of contributions to the sinking and other funds of the Society which will be on par with the amounts to date contributed by the present members of the Society.

7.3 Upon the Occupation Certificate in respect of the Buildings being issued by the BMC and at the sole and exclusive option of the Promoter, the management of the Plot with the Buildings shall be entrusted by the Promoter unto the Organization (save and except the unsold premises), (if any) and thereupon, the Allottee will be liable to bear and pay to the Organization and the Organization will be entitled to recover from the Allottee all the local taxes betterment charges water charges insurance premium (including any increases therein) charges for common lights repairs salaries of clerks bill collectors watchman sweepers and such other taxes charges cesses dues and duties as may be levied by the concerned local authority and/or government in respect of the said Plot with the said Buildings that will be constructed thereon and all other expenses necessary of and incidental to the management and maintenance of the same. The Promoter shall be absolutely entitled to unsold premises areas etc and be entitled to sell deal with dispose of and/or allot the same to such persons or person entities and for such consideration as it may deem fit in its absolute discretion. Until such flats/tenements/premises parking space Restricted Areas etc are sold, the Promoter shall be liable only to pay the municipal taxes in respect thereof.

7.4 It is further expressly agreed that upon the Promoter selling dealing with or disposing off such unsold flats/tenements/premises parking space the allottee/ transferee thereof from the Promoter, will be admitted to the Organization as the ordinary members thereof without payment of any other or further charge premia deposit fee or any additional payment (by whatever

terminology called) save and except a sum of Rs 500/- for the share money and Rs 200/- as entrance fee therefrom. Such allottee/transferee will not be discriminated or treated prejudicially by the Allottee or the Organization or any of them.

8 **POSSESSION:**

- 8.1 Subject to the Promoter having procured the Occupation Certificate from the BMC and subject to the Allottee having paid all the amounts hereunder with/without interest as the case maybe, the Allottee shall take possession of the Premises within fifteen (15) days of the Promoter giving written notice to the Allottee intimating that the Premises is ready for use and occupation. Upon receiving a written intimation from the Promoter as aforesaid, the Allottee shall take possession of the Premises from the Promoter by executing all necessary indemnities, undertakings and such other documentation as prescribed in this Agreement
- 8.2 After the expiry of such period of fifteen (15) days, irrespective whether the Allottee takes possession of the Premises or not he will be liable to bear and pay the Advances as setout in the Fourth Schedule hereof. The Promoter agree and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions formalities documentation on the part of the Promoter.
- 8.3 If the Allottee brings to the notice of the Promoter any structural defect in the Premises or in the Buildings within a period of five(5) years from the date of possession being offered in respect of the Premises then wherever possible such defects shall be rectified by the Promoter. Provided that the Allottee shall be entitled to defect rectification only if he or any other Allottee or the Society has not in any manner amended altered tampered damaged or destroyed the Premises the Buildings or any part or portion thereof.
- 8.4 The Allottee will not in any manner and under any circumstance carry out any addition alteration amendment modification or damage to the RCC Columns beams or structures of the Flat and/or the Buildings. This will be considered as one of the important provisions of the Agreement.
- 8.5 The Allottee shall not alter amend modify or change the Flat or any part without the express prior written permission of the Promoter/Society in that behalf. The Allottee shall provide all the details and provide the plans of the proposed alterations he desires to carry out in the Premises. The Promoter may give/grant permission on such terms and conditions as it may stipulate including the payment of a refundable security deposit. After handover to the Society then the Allottee will seek the prior permission of the Society as per the rules/regulations thereof.
- 8.6 Subject to the prior permission of the Promoter in writing, in case the Allottee gives the Premises on leave and license basis or on any other basis and if on that account the municipal authority or any other local body and/or authority charges the municipal or other taxes at an increased rate the Allottee hereby agrees to pay such increased municipal taxes in respect of the Premises. In case the Allottee fails to pay such increased municipal taxes the Allottee shall alone be liable for all the consequences that may arise whether directly or indirectly or remotely from such non-payment.
- 8.7 The Promoter is in the process of entering into several Agreements similar to this Agreement (which drafts may change from time to time depending inter alia on the basis of further approvals, as may be obtained by the Promoter for development/ construction on the Plot, as recited above or due to any other factual changes in the matter of development /construction on

the Plot) with various parties, who may agree to take and acquire flats/premises in the Buildings.

## **9 MAINTENANCE CHARGES/ADVANCES:**

- 9.1 Of and from the date of possession of the Premises being handed over /offered to be handed over by the Promoter to the Allottee, the Allottee will be bound and liable to bear pay and reimburse to the Society, the proportionate local taxes betterment charges water charges insurance premium (including any increases therein) charges for common lights repairs salaries of clerks bill collectors watchman sweepers and such other taxes charges cesses dues and duties as may be levied by the concerned local authority and/or government in respect of the Plot the Buildings and the Flat and all other expenses necessary of and incidental to the management and maintenance of the same. The same shall be in the proportion that the area of the Flat bears to total area of the Buildings. Such amount of municipal taxes dues duties and outgoings shall only be finalized and crystallized upon the assessment of the Buildings being completed by the municipal bodies and authorities. The Allottee shall be liable to pay Property Tax/Municipal Tax directly to the BMC on completion of assessment of the building without any let hindrance issue or objection. Hence pending the determination of the amount of municipal taxes dues duties and other payments, the Allottee will be bound and liable to bear and pay to the Society and the Society will be entitled to recover from the Allottee, the provisional monthly contribution as hereinafter provided. The provisional monthly contribution will be calculated at the per square feet rate of the carpet area of the Flat per month or at such rate as the Society may decide from time to time. However upon the assessment of the Buildings being completed by the local authorities and bodies in the event of there being any deficit/in the amount of provisional monthly contributions then the Allottee does hereby agree and undertake to duly fully and promptly bear pay and/or reimburse the same to the Society. Such provisional contribution will be utilized to pay and settle the aforesaid dues duties maintenance charges outgoings etc.
- 9.3 Any amount by way of development charges for construction of the Flat or security deposits or any Other Charges dues or duties payable to the BMC or any other local authority/Estate department or bodies or to the State Government that may hereafter be paid by the Promoter before handing over possession of the Flat, shall be reimbursed by the Allottee to the Promoter in proportion to the area of the Premises and in determining such amount the decision of the Promoter shall be final conclusive and binding upon the Allottee.
- 9.4 On or before possession of the Flat being handed over to him the Allottee agrees and undertakes to pay and/or reimburse to the Promoter all the amounts/ advances which may have been payable/paid by the Promoter in respect of the Plot, Buildings and the Flat, the list whereof is set out in the Fourth Schedule hereunder written (hereinafter referred to as the 'Advances').
- 9.5 The Promoter shall utilize the Advances for the purposes for which the same may have been received/ recovered by the Promoter. It is further agreed that the Promoter will have full and absolute right authority and power to invest such amount or amounts in the manner it may deem fit and the Allottee shall have no right to such amount or the account thereof. The Allottee will not be entitled to ask or claim any refund or adjustment of the amount mentioned herein against the expenses municipal taxes and outgoings or any increase therein. After the Occupation Certificate is issued by the BMC the balance of the aforesaid amounts of the Advances if any after deduction therefrom of arrears of taxes and expenses hereinabove mentioned will be transferred without interest by the Promoter to the Society. PROVIDED HOWEVER the amounts paid under the Fourth Schedule shall be

nonrefundable and the Promoter shall not be liable to repay the same or any part or portion thereof to the Allottee or the Society nor will the Promoter be liable to give to the Allottee or the Society, any account or any amount in respect of the Advances.

- 9.6 It is specifically and clearly agreed between the Promoter and the Allottee that the Allottee shall be liable to pay the maintenance Property tax and other outgoings in respect of the Premises agreed to be purchased by him from the date of the Promoter offer/intimate the Allottee to take possession of the Premises irrespective whether the Allottee takes/accepts the actual possession of the Premises or not. It is clearly agreed and understood by the Allottee that even if the Allottee does not accept possession or commits delay in that behalf then the Allottee shall be liable to pay the proportionate charges outgoings and Plot taxes etc in respect of the Premises from the date of the Promoter's intimation/offer of possession. In case the Allottee fails to take the possession within the time provided herein, then the Allottee shall be liable to pay an amount of Rs \_\_\_\_\_/- per day of delay and the Allottee shall continue to be liable to pay the maintenance charges electricity charges municipal taxes and other taxes as levied by the other competent authority as applicable.
- 9.7 If the tentative amounts of Property taxes and/or maintenance charges are not sufficient for payment of the proportionate Property taxes and/ or the proportionate maintenance charges of the Premises, the Society shall increase the monthly bills towards the Allottee's share of Property taxes maintenance charges and other outgoings in respect of all Common Areas facilities of the Buildings. The entire responsibility of payment of any such increase in maintenance, other outgoings or Property tax as the case may be in respect of the Premises will be entirely of the Allottee and will be borne and paid by the Allottee alone and the Promoter shall not liable or responsible for the same. The Allottee will indemnify the Promoter in that behalf.
- 9.9 The Allottee hereby expressly agrees that in the event of any amount being levied by or payable to the Municipal Corporation of Greater Mumbai and/or State Government and/or to Adani Power Limited by way of premium cess tax deposit and/or charges including any betterment charges development tax security deposits or charges for the purpose of giving permission for further development water connection drainage connection and electricity connection and/or any other taxes and/or payments of similar nature by whatever terminology called becoming payable by the Promoter, then and in such an event the same shall be paid/reimbursed by the Allottee to the Promoter in proportion to the area of the Premises and in determining such amount, the discretion of the Promoter shall be conclusive and binding upon the Allottee.
- 9.10 In this Agreement wherever it is stipulated that the Allottee is liable to make any payments in common with other Allottees/allottees of the other flats/tenements/premises in the Buildings, then such payments shall be in the proportion that the carpet area of the Flat bears to the total carpet area of all the flats/tenements in the Buildings.
- 9.11 The maintenance charges to be paid by the Allottee would also include the charges, costs, expenses and amounts required for maintenance of various Common Area including the common equipment that may be installed in the Buildings including interalia lights, sewer line, storm water drain, water lines, compound garden, civil, mechanical and electrical system installed for reuse of the waste water including sewage treatment plant, firefighting systems, car parking systems, civil, mechanical and electrical system for rain water harvesting, high speed lifts, any amenities including internal pathways or roads or paved recreation areas, submersible pumps installed

in tank for municipal water and tank for storage of tanker/bore well water, pumps installed for firefighting, tank for municipal water, overhead tank and other water tanks by whatever name called, firefighting system, common electric system (which may be installed for the lights, pumps, equipment, lifts, security system etc.), common plumbing system, common security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the Buildings.

9.12 The Promoters shall allocate a dedicated space for collecting waste before transferring waste for recycling / disposal separately. The Allottee/Society shall be responsible and will take all measures to treat the wet waste and maintain it in an operational condition as per the requirements of the Planning Authority / BMC and as per the rules framed for the same by the BMC/local authorities from time to time.

## **10 STATUTORY PAYMENTS:**

10.1 The Allottee does hereby expressly unconditionally and irrevocably agree and undertake to bear pay or reimburse to the Promoter the amounts of Goods and Service Tax (GST) as may be applicable and all such and other statutory taxes dues duties or payments which may be levied by Central Government State Government or local authorities or any other authorities (including payments for interest penalty or the like in respect of such taxes etc) payable directly indirectly or remotely in the present or in future on the sale construction or development of the Premises or any amenities facilities services relating thereto. Such payments reimbursements shall be made by the Allottee to the Promoter proportionately alongwith payments/installments of Consideration under the Third Schedule hereof or within fifteen (15) days from the date of the intimation by the Promoter in that behalf or as the Promoter may require. In case of any deficit amount payable by the Allottee to the Promoter for and on account of the aforesaid or other payments under this Agreement, then the same shall be paid or reimbursed by the Allottee to the Promoter before accepting possession of the Premises. The Allottee does hereby further agree and undertake to indemnify and keep the Promoter indemnified saved defended and harmless of from and against any cost charge or expense incurred or any risk harm or prejudice suffered or any suit action or proceeding instituted in respect of or arising out of or due to the non-payment of such GST or other statutory liabilities or payments whatsoever. Upon the request and direction of Promoter the Allottee does hereby further agree and undertake to provide and handover to the Promoter the bankers cheque, postdated cheques or any like instrument bonds or written undertakings in respect of the amounts payable for the aforesaid purposes. In the event or in case of default by the Allottee in the payment of GST or any such other or further statutory payments liabilities or the like relating the construction development sale marketing etc of the Premises then (a) the same shall be payable alongwith the interest as herein elsewhere stated and (b) the Promoter will be entitled to a first charge and lien on the Premises to that extent.

10.2 Further the Allottee is responsible to deduct tax by way of Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 at the rate applicable from time to time and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in favour of the Promoter in the prescribed Form 16B for the same within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Allottee within a period of 30 (thirty) days from the error being brought to the Allottee's notice. The Credit for the TDS amount deposited by the Allottee will be given to the Allottee only upon receipt of the Original TDS Certificate and only if the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event, the Allottee fails to produce the Original TDS Certificates for all the payments made by the Allottee at the time of handing over possession

of the Premises or within the time prescribed in the Possession Notice, whichever is earlier, the Allottee will be required to deposit with the Promoter such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter to the Allottee only upon the Allottee furnishing the TDS Certificate within one month from the date of handing over possession of the Premises. In case the Allottee fails to handover all the original TDS Certificates within the stipulated period of one month from the date of handing over or within the period stipulated in the Possession Notice, whichever is earlier, the Promoter shall be entitled to appropriate the deposit against the amount of TDS Certificate receivable from the Allottee. The Allottee shall also be liable for all costs, expenses, penalties and interest as may be suffered by the Promoter on account of delay in furnishing the TDS certificate or otherwise. The Allottee hereby indemnifies the Promoter from all such costs, expenses, penalties, interest, losses and damages as may be suffered by the Promoter.

- 10.3 The full Consideration excludes all taxes (comprising inter alia of tax paid or payable by the Promoter by way of Goods and Services Taxes and Cess and any other similar taxes, which may be levied, in connection with the construction and development of the Buildings payable by the Promoter) up to the date of handing over possession of the Premises, as elaborated herein below. The Consideration is non-escalatory, save and except in the event of any increase in the development charges or any Other Charges payable by the Promoter to MCGM or any other governing authorities. In the event of such escalations in the Consideration as a result of the aforesaid events, then the Promoter shall enclose a copy of the relevant notifications circulars etc together with the demand letter issued by the Promoter to the Allottee for the escalated Consideration;
- 10.4 The Allottee hereby expressly agrees that in the event of any amount being levied by or payable to the Municipal Corporation of Greater Mumbai and/or State Government and/or to Adani Power Limited by way of premium cess tax deposit and/or charges including any betterment charges development tax security deposits or charges for the purpose of giving permission for further development, water connection, drainage connection and electricity connection and/or any other taxes and/or payments of similar nature by whatever terminology called becoming payable by the Promoter then and in such an event the same shall be paid/reimbursed by the Allottee to the Promoter in proportion to the area of the Premises and in determining such amount, the discretion of the Promoter shall be conclusive and binding upon the Allottee.

#### 11 **ALLOTTEE COVENANTS:**

With the intention to bind the Allottee himself and his successors in title who may from time to time be entitled to the benefit under this agreement the Allottee hereby covenants with the Promoter as follows:

- 11.1 to maintain the Flat and the Premises at the Allottee's own cost in good and tenantable repair and condition from the date on which possession of the Premises is taken and will not do or suffer to be done anything in or to the Flat and the Premises or any other part thereof or the Buildings or any part thereof including but not limited to the Common Areas and Restricted Areas which may be against the rules regulations or bye-laws of the concerned local or any other authority or change or alter or make any additions alterations or modifications structural in nature in the Premises or any other part thereof or the Buildings or any part thereof;
- 11.2 to manage maintain look after keep neat clean tidy and in good repair and condition the niches architectural/elevation features flower beds etc which are attached and appurtenant to the Flat. The Allottees of the other flats/tenements etc in the Buildings shall have no right of

access use enjoyment or occupation of such areas appurtenant attached to the Flat and the same shall solely exclusively remain in the use and enjoyment of the Allottee alone;

- 11.3 not to store in the Flat any goods which may be of hazardous combustible or dangerous nature or which may be so heavy as to damage the construction or structure of the Building or the Premises or otherwise objectionable to the concerned local or other authority. In case any damage is caused to the Buildings or the Premises on account of negligence or default of the Allottee in this behalf, then the Allottee alone shall be liable and responsible for the consequences of the breach/negligence/ default;
- 11.4 not to carry or cause to be carried any heavy package which may damage or is likely to damage the staircase common passages or any other structures of the Buildings including its entrance;
- 11.5 not to carry out any addition alteration or modification to the Flat or any part or portion thereof without the prior written permission of the Promoter or the Society (as the case may be);
- 11.6 not to demolish or cause to be demolished the Flat or any part thereof;
- 11.7 not to make or do any addition or alteration or modification of whatsoever nature in or to the grills of windows lift landings and outside staircases and other portions of the Common Areas and Restricted Areas which may in any manner change alter harm deface or spoil prejudicially affect the symmetry elevation get up colour scheme facade or exterior design or colour scheme of the Buildings or any part thereof;
- 11.8 not to keep or place pots and other receptacles with or without plants or foliage on the edges parapets or any other outer portion of the Flat;
- 11.9 not to enclose the terraces passages or other portions of the Common Areas and Restricted Areas or any other portions of the Buildings;
- 11.10 not to affix box grills or any other enclosures or additions or projections of any nature whatsoever to the Flat or any part thereof;
- 11.11 the window air conditioners or split unit air conditioners piping shall be internally concealed and shall not be allowed to take from outside wall it should be appropriately installed in the place provided therefor;
- 11.12 to affix and install Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. on the common terrace as may be mutually agreed between the Allottee and the Society / Promoter;
- 11.13 to keep the portion sewers drains pipes of the Flat and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the other parts of the Buildings;
- 11.14 not to chisel or in any other manner damage the columns beams walls slabs or RCC structures or other parts of the Flat without the prior written permission of the Promoter and/or the Organization;
- 11.15 not to do or permit to be done any act or thing which may render void or voidable any insurance of the Buildings or any part thereof or whereby any increased premium shall become payable in respect of such insurances;
- 11.16 not to place or keep any garbage cans waste paper baskets in the common passage staircases landing or lobbies of the Buildings;

- 11.17 not to carry or cause to be carried or moved any garbage cans in the lifts of the Buildings;
- 11.18 not to throw dirt rubbish rags garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Plot or the Buildings;
- 11.19 to maintain manage look after repair and keep in good order and condition the Common Areas and Restricted Areas passages compounds and other common areas facilities and amenities with the electrical light drains pipes sewers and all other installations and connection hereto;
- 11.20 to bear and pay the proportionate costs charges and expenses for repairing and maintaining the common properties and amenities as also the proportionate rents rates taxes and all other outgoings including any increases therein payable to the municipal authorities the State Government or any other local or public authority in respect of the Plot including the Common Areas Restricted Areas and other properties and amenities therein. Such proportionate costs charges expenses and rent rates taxes and outgoings will be paid initially to the Promoter and thereafter, to the Organization;
- 11.21 to fully and properly restore at its entire costs charges and expenses the common properties Common Amenities and amenities or any part thereof to its original condition whenever it is dug up opened or used for carrying out any kind of works therein. Such work shall not be carried out in a way that it will obstruct or impede the use of such common properties and amenities for a period longer than necessary and reasonable. Before such work is commenced a reasonable prior notice in writing shall be given to the parties affected thereby including the Promoter or the Organization (as the case may be);
- 11.22 without prejudice to the consequences or liability that may arise in that event the Allottee will bear and pay all increases in local taxes water charges insurances and such other levies if any which are imposed by the concerned local authority and/or government on account of change of user of the Flat by the Allottee;
- 11.23 notwithstanding any of the provisions hereof and irrespective of any other deed document paper agreement writing arrangement arrived at or executed or deemed or purported to be arrived at or executed by and between the parties hereto and/or any of them, it is hereby expressly agreed and understood by and between the parties hereto that only after:(a) the consideration amounts/premia dues payable being paid by the Allottee to us under the Agreement for Sale; and (b) the Allottee duly and fully complying with all the terms and conditions hereof, the Allottee may be allowed to sell dispose lease sub-lease let sub-let gift mortgage charge or in any manner dispose of or transfer the Flat and parking space. Provided however the Allottee will be bound and liable to seek the prior written approval and permission of the Promoter to create any encumbrances or any third party rights in respect of the Flat as aforesaid. Such permission may be granted by the Promoter subject to: (i) the Allottee having adhered to the provisions of clause 11.23(a) and (b); and (ii) the Allottee paying to the Promoter the transfer charges premiums and all other costs charges or expenses on any account whatsoever as may be stipulated by the Promoter in that behalf;
- 11.24 to observe and perform all the rules and regulations which the Organization may adopt at its inception and the additions alterations and amendments thereof that may be made from time to time for

protection and maintenance of the Buildings the Common Areas and the Restricted Areas amenities and facilities and the commercial premises therein or otherwise;

- 11.25 to observe and perform the existing building rules regulations and bye-laws of the concerned local authority and of government and other public bodies;
- 11.26 to observe and perform all the stipulations and conditions laid down by the Organization regarding the occupation and use of the Flat in the Buildings and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings as herein elsewhere provided;
- 11.27 The Allottee shall not carry out any changes/amendments, which may affect the outside elevation of the Buildings on the ground that the same are not visible from outside the Buildings. The Allottee hereby agrees that the Allottee shall not do and/or carry out any act, deed, matter or thing whereby the elevation of the Buildings are affected in any manner (whether adversely or not) and/or whereby the look and feel of the elevation is modified;
- 11.28 to use the Flat only for residential purpose;
- 11.29 to use the parking space for parking four wheelers/two wheelers of the Allottee/during the time that the Allottee/s holds the Flat;
- 11.30 not to use the refuge areas and/or firefighting passages in the Building for any purpose whatsoever as the same is provided as a refuge in case of fire;
- 11.31 to conform to the terms and conditions of the NOC issued by the Chief Fire Officer in respect of the refuge areas;
- 11.32 Subject to the provisions of clauses 11.7, 11.14 and 11.15 hereof and irrespective of any deed document paper agreement writing arrangement arrived at or executed or deemed or purported to be arrived at or executed by and between the parties hereto and/or any of them, it is hereby expressly agreed and understood by and between the parties hereto that the Allottee will always be absolutely entitled to carry out all additions alterations modifications which are not structural in nature in the Flat and install affix fixtures fittings furniture etc for more suitable use and enjoyment thereof or otherwise and for such and other purposes to lay install pipes cables conduits etc. therein. No other or further permission in that behalf will be required to be procured to sought or taken by the Allottee from the Promoter.

## **12 ALLOTTEE DELAY/DEFAULT:**

The Allottee will be bound and liable to pay the installment of the Consideration on the respective due dates thereof without any written virtual oral prior communication/intimation from the Promoter in that behalf. In case the Allottee commits any delay in payment of any installment of Consideration or any other payments dues payable by the Allottee to the Promoter hereunder (including the proportionate maintenance charges contribution or share, taxes dues duties levied by the concerned authorities or any other statutory payments) then the Allottee will be bound and liable to pay to the Promoter such installment of Consideration or any other payment with interest thereon calculated at the rate as stipulated in Rule 18 of Chapter IV of the RERA Interest Rules 2017. The Promoter will have an automatic/ipsso facto charge lien and mortgage on the Premises to the extent of such unpaid Consideration and other amount alongwith interest thereon as aforesaid. The Allottee will not be entitled to sell dispose of transfer or create

any third party rights in respect of the Premises during the pendency of such charge lien or mortgage of the Promoter in that behalf and the Allottee will not question challenge dispute oppose or object to the lien mortgage or charge created by the Promoter on the Premises.

### **13 PROMOTER DELAY/DEFAULT:**

13.1 The Allottee agrees to pay to the Promoter interest as specified in the Rule on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the amount is payable by the Allottee to the Promoter.

13.2 Without prejudice to the right of Promoter to charge interest in terms of clause 13.1 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(3) defaults of payment of instalments the Promoter shall at its own option, may terminate this Agreement Provided that Promoter shall give notice of fifteen(15) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions on respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of forty-five (45) days of the termination the instalments of sale consideration of the Premises which may till then have been paid by the Allottee to the Promoter or after the sale of the Premises whichever is later. The Promoter shall be liable to pay 10% of the total consideration for purchase of the Premises to the Promoter as liquidated damages.

### **14 FORCE MAJEURE:**

14.1 Subject to the Allottee making full payment of the consideration in respect of the Premises and all other amounts hereunder payable by him to the Promoter, the Promoter shall handover possession of the Premises to the Allottee on or before \_\_\_\_\_ 202\_ and with a grace period of six (6) months ie on or before \_\_\_\_\_ 202\_. Provided Further that the time for completion of the Premises will stand extended the occurrence of any of force majeure events including the following events:

- i war civil commotion or act of God;
- or
- ii any notice order notification of the government and/or other public or competent authority;

### **15 PROMOTER REPRESENTATIONS:**

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

15.1. 1 The Promoter has clear and marketable title to the Property. The Promoter is entitled to develop the same. The Title Certificate in that behalf is annexed hereto as **Annexure '10'**. The Promoter is in actual physical and legal license/possession of the Plot for the redevelopment thereof;

- 15.1.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out redevelopment of the Plot and shall obtain requisite approvals from time to time to complete the redevelopment thereof;
- 15.1.3 There are no encumbrances on the Plot except those disclosed hereinabove;
- 15.1.4 There is no litigation pending before any Court of law with respect to the Plot except those disclosed hereinabove;
- 15.1.5 All approvals, licenses and permits issued by the competent authorities with respect to the construction of the Building on the Plot 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 Plot and the Buildings shall be obtained by following due process of law. The Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Plot and the Buildings to be constructed thereon;
- 15.1.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 15.1.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Plot/Buildings and/or the Premises which will in any manner affect the rights of the Allottee under this Agreement;
- 15.1.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Premises to the Allottee in the manner contemplated in this Agreement;
- 15.1.9 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 redevelopment of the Plot only to the competent Authorities;
- 15.1.10 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 Plot has been received or served upon the Promoter in respect thereof except those disclosed hereinabove.

## **16 ALLOTTEE REPRESENTATIONS:**

- 16.1 The Allottee represents and warrants to the Promoter as follows:

- 16.1.1 the Allottee has the full legal capacity and authority to enter into this Agreement and to execute, deliver and perform this Agreement;
- 16.1.2 if the Allottee is an incorporated entity, it is duly incorporated or organized and existing under the laws of the jurisdiction of its incorporation or Organization, and that it has full power and authority to enter into execute deliver and perform this Agreement and that the execution delivery and performance by the Allottee of this Agreement has been duly authorized by all necessary corporate or other action of the Allottee; and

- 16.1.3 this Agreement is validly executed and constitutes the legal, valid and binding obligation of the Allottee, enforceable against the Allottee in accordance with its terms.
- 16.2 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance of or giving of time to the Allottee by the Promoter 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 Allottee nor shall the same in any manner prejudice the rights of the Promoter.
- 16.3 The original hereof shall remain with the Allottee. The Allottee shall present this Agreement at the appropriate sub-registry for registration thereof and the Promoter will attend such sub-registry and admit execution thereof upon an advance intimation for the purpose being received from the Allottee in writing.
- 16.4 The Allottee hereby grants his express consent to the Promoter to raise any loan or any other financial facility against the Plot and/or the Buildings under construction without creating any charge encumbrances on the Premises. This consent is on the express understanding that such liability shall be cleared by the Promoter's at its own expenses. The Allottee shall not be liable to pay any amount for the liability created by the Promoter on the Plot or the Buildings in any manner whatsoever.
- 16.5 It is hereby agreed by and between the parties hereto that the Allottee shall be entitled to mortgage the Flat with any Bank and/or financial institution as security for repayment of loan. Provided always it shall be responsibility and liability of such Allottee alone to repay the loans with interest accrued thereon and further provided that the Promoter shall incur no liability in respect thereof. The Allottee shall indemnify and keep the Promoter indemnified saved defended and harmless in that behalf.

**17 BORROWING BY THE PROMOTER:**

Subject to terms and conditions of these presents the Allottee agrees that the Promoter shall be entitled to raise construction finance, project finance or any other finance or loan of the sale premises proposed to be constructed in the Buildings underwriting by mortgaging, hypothecating receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds), from any Bank/ financial institution/Non-Banking Financial Institution (Lenders) and without having to seek further consent from Allottee in any manner whatsoever, written or otherwise, but without the Allottee being responsible /liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise)

**18 ENTIRE AGREEMENT:**

- 18.1 This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes:
  - 18.1.1 Any and all understandings, any other agreements, application form, Brochure, Expression of Interest (EoI), letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regards to the Premises.
  - 18.1.2 All Brochures/Leaflets/Pamphlets/ads/social media content/ walk through presentations/master plan/layout plan or any other document including photographs images designs plans specifications layout height dimensions facilities vegetation, features and communication as contained therein, which are merely

an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Building/s or the Shops/Premises would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.

18.2 The execution of this Agreement shall be completed only upon its execution by the Promoter through its Partner/authorized signatory at the Promoters' Office, or at some other place which may be mutually agreed between the Promoter and the Allottee. The Allottee and/or the Promoter shall present this Agreement at the office of the Competent Sub Registrar within the time limit prescribed by the Registration Act 1908 and the parties hereto will attend such office and admit execution thereof.

18.3 The Stamp Duty Registration Charges and all other expenses for registration of this Agreement shall be borne and paid by the Allottee.

18.4 The Allottee hereby confirms that he has carefully gone through the terms and conditions of this Agreement and/or the same have been explained to him by experts/advisors/professionals. The Allottee has signed and executed this Agreement out of free will and volition, without any pressure, undue influence, coercion or threat of any nature whatsoever.

#### **19 COMMUNICATION:**

19.1 All the notices to be served on the Allottee as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee by or under certificate of posting at his address specified hereinabove.

19.2 The forwarding of 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 alongwith the payments due as stipulated in the Third Schedule hereunder written within thirty(30) 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 fails to execute and deliver to the Promoter this Agreement within thirty(30) 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 prior written notice to the Allottee for rectifying the default which if not rectified within fifteen(15) days from the date of its receipt by the Allottee then the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount after deductions as provided under the Act, shall be returned by the Promoter to the Allottee without any interest or compensation whatsoever.

#### **20 SEVERABILITY:**

20.1 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 confirm 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.

20.2 This agreement shall be subject to the provisions of RERA and the Rules thereunder. In the event of any of the provisions of this Agreement being contradictory or inconsistent with those of the law then the law shall override such contradictory or inconsistent provisions hereof.

## **21 DISPUTE RESOLUTION AND JURISDICTION:**

21.1 Any dispute between the parties hereto relating to the Premises or the Buildings shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maha RERA- Regulatory Authority as per the provisions of the RERA and its Rules thereunder.

## **22 PARKING SPACE:**

22.1 For the better and more convenient use and enjoyment of the Premises and at the request and direction of the Allottee, the Promoter does hereby allot to the Allottee, covered parking spaces / mechanical parking space Nos \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breath x \_\_\_\_\_ ft. vertical clearance and situated at \_\_\_\_\_ in the Building as described in the Second Schedule hereunder written. Such car parking space(s) will be deemed to form a part and parcel of the Premises and the provisions hereof will apply mutatis mutandi to such parking space(s).

22.2 There are different types of car parking's in the Building. The Allottee confirms that the Parking Space which may be allotted in the Building type and size of such parking area may vary as per layout and parking arrangement. The Allottee confirms that the Allottee is aware that revision is expected in the types of parking and that the Allottee shall use the parking space to park vehicles of standard/permited size and that some large vehicles like SUV/MUV etc may not fit into the parking space. The Allottee confirm the same and undertake not to raise any dispute or objection and/or grievance in respect thereof in future in any manner whatsoever.

## **23 MISCELLANEOUS:**

23.1 Both the parties agree that they shall execute, acknowledge and deliver to each 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.

23.2 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 Premises shall equally be applicable to and enforceable against any subsequent Allottees being the nominees/ assignees of the Allottee or the Allottee's heirs/executors/assigns/ successors in title as the Obligations alongwith the Premises for all intents and purposes.

23.3 The Income Tax Permanent Account Numbers of the parties hereto are as under:

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

### **THE FIRST SCHEDULE HEREINABOVE REFERRED TO:** **(Description of the Plot)**

**ALL THAT** land situate at R C Marg Chembur Mumbai 400 071 within the limits of Grater Mumbai in the revenue village of Chembur taluka CTSO Chembur in the district and registration sub district of Mumbai Suburban bearing CTS Nos as follows:

Sr No	CTS No	ULPIN / PU-ID	Area
1.	1648	88095174404	1236
2	1648/1	83816360797	39.30

3	1648/2	88256229422	38.80
4	1648/3	96779302289	36.10
5	1648/4	92086506530	56.10
6	1648/5	92550146535	43.90
7	1648/6	85744122134	56.50
8	1648/7	83446358584	39.90
9	1648/8	73146551889	38.80
10	1648/9	74427328735	36.10
11	1648/10	89545655001	56.10
12	1648/11	93206292767	43.90
13	1648/12	95930471291	56.50
14	1649	98857624325	1663.20
15	1649/1	74440637535	196.20
16	1649/2	91190460626	55.00
17	1649/3	95698990062	80.50
18	1649/4	97105124677	68.10
19	1649/5	87013720683	24.00
20	1649/6	97564431871	49.20
21	1649/7	71281259877	30.00
22	1649/8	75519237668	49.20
23	1649/9	95533374010	59.70
24	1649/10	89286095772	67.70
25	1649/11	85117918304	50.90
		TOTAL	4,171.7

(area in square  
meters)

in aggregate admeasuring 4,171.7 sq meters ('Plot').

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**

(Description of the Premises)

**ALL THAT** Residential Flat No \_\_\_\_ admeasuring about \_\_\_\_ sq ft (RERA Carpet area) on the \_\_\_\_ floor alongwith \_\_\_\_ (\_\_\_\_) parking space in the building known as 'Mahavir Serene' to be constructed on the Plot described in the First Schedule hereinabove stated.

**THE THIRD SCHEDULE HEREUNDER WRITTEN:**

(Consideration of the Premises)

The Allottee will pay to the Promoter the Consideration of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) which will be paid by the Allottee in the following installments:

- a. Rs \_\_\_\_\_/- as 10% Application fees at the time of booking;
- b. Rs \_\_\_\_\_/- as 15% earnest money on or before execution of this agreement (the payment and receipt whereof the Promoter does hereby admit and acknowledge);
- c. Rs \_\_\_\_\_/- being 20 % on casting of the plinth of the Building;
- d. Rs \_\_\_\_\_/- being 1 % on Completion of 1<sup>st</sup> Podium Slab;
- e. Rs \_\_\_\_\_/- being 1 % on Completion of 2<sup>nd</sup> Podium Slab;
- f. Rs \_\_\_\_\_/- being 1 % on Completion of 3<sup>rd</sup> Podium Slab;
- g. Rs \_\_\_\_\_/- being 1 % on Completion of 4<sup>th</sup> Podium Slab;
- h. Rs \_\_\_\_\_/- being 1.50 % on Completion of 1<sup>st</sup> Floor Slab;

- i.
- j. Rs \_\_\_\_\_/- being 1.50 % on Completion of 2<sup>nd</sup> Floor Slab;
- k. Rs \_\_\_\_\_/- being 1.50 % on Completion of 3<sup>rd</sup> Floor Slab;
- l. Rs \_\_\_\_\_/- being 1.50 % on Completion of 4<sup>th</sup> Floor Slab;
- m. Rs \_\_\_\_\_/- being 1.50 % on Completion of 5<sup>th</sup> Floor Slab;
- n. Rs \_\_\_\_\_/- being 1.50 % on Completion of 6th Floor Slab;
- o. Rs \_\_\_\_\_/- being 1.50 % on Completion of 7<sup>th</sup> Floor Slab;
- p.
- q. Rs \_\_\_\_\_/- being 1.50 % on Completion of 8<sup>th</sup> Floor Slab;
- r. Rs \_\_\_\_\_/- being 1.50 % on Completion of 9th Floor Slab;
- s. Rs \_\_\_\_\_/- being 1.50 % on Completion of 10<sup>th</sup> Floor Slab;
- t. Rs \_\_\_\_\_/- being 1.50 % on Completion of 11<sup>th</sup> Floor Slab;
- u. Rs \_\_\_\_\_/- being 1.50 % on Completion of 12<sup>th</sup> Floor Slab;
- v. Rs \_\_\_\_\_/- being 1.5 % on Completion of 13<sup>th</sup> Floor Slab;
- w. Rs.\_\_\_\_\_/- being 1.5% on Completion of Terrace Slab;
- x. Rs \_\_\_\_\_/- being 2.50 % on Completion of block work of said Premises;
- y. Rs \_\_\_\_\_/- being 2.50 % on Completion of Internal Plaster work of said Premises;
- y. Rs \_\_\_\_\_/- being 5.00 % on Completion of Flooring work of said Premises;
- z. Rs \_\_\_\_\_/- being 5.00 % on Completion of External Plaster work of said Premises;
- aa. Rs \_\_\_\_\_/- being 5.00 % on Completion of Plumbing work of the said Premises;
- bb. Rs \_\_\_\_\_/- being 5.00 % on Completion of Electric work of the said Premises;
- cc. Rs \_\_\_\_\_/- being 5.00 % on receipt of occupation certificate of the said Premises;

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Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

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**THE FOURTH SCHEDULE HEREUNDER WRITTEN:**  
(Advances of the Premises)

The Allottee shall on or before possession of the Premises being handed over to him pay the following Advances:

- a Rs \_\_\_\_\_/- towards share money application & entrance fee
- b Rs \_\_\_\_\_/- towards provisional proportionate share of taxes and maintenance charges for 12 months @ Rs \_\_\_\_\_/- per sq ft on carpet area (excluding property tax).
- c Rs \_\_\_\_\_/- GST on maintenance.

d Rs \_\_\_\_\_/- towards non-refundable service charges of electric connection electric cable/electric meter.

e Rs \_\_\_\_\_/- towards non-refundable Development charges payable to the various Government or Public Bodies.

f Rs \_\_\_\_\_/- towards non-refundable water / BMC Charges.

g Rs \_\_\_\_\_/- towards non-refundable legal charges and expenses for Agreement.

h Rs \_\_\_\_\_/- GST on charges contained in clause (d) to (g) herein.

=====  
 Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)  
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**THE FIFTH SCHEDULE HEREUNDER WRITTEN:**

(List of Amenities and Specifications)

**THE SIXTH SCHEDULE HEREUNDER WRITTEN:**

(Description of Common Areas)

Here set out the nature, extent and description of common areas and facilities.

**A.) DESCRIPTION OF THE COMMON AREAS PROVIDED:**

SR NO	TYPES OF COMMON AREA PROVIDED	PROPOSED DATE OF OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDOVER FOR USE	SIZE AREA OF THE COMMON AREAS PROVIDED
1.	Entrance lobby Wing-A	31/12/2029	31/12/2029	42.90 sqm
	Entrance lobby Wing-B	31/12/2029	31/12/2029	39.98 sqm
	Entrance lobby Wing-C	31/12/2029	31/12/2029	30.10 sqm
2.	Lift lobby at all habitable floor levels – Wing-A	31/12/2029	31/12/2029	18.44 sqm
	Lift lobby at all habitable floor levels – Wing-B	31/12/2029	31/12/2029	11.06 sqm
	Lift lobby at all habitable floor levels – Wing-C	31/12/2029	31/12/2029	20.25 sqm

3.	Refuge area at 4 <sup>th</sup> floor- Wing-A	31/12/2029	31/12/2029	89.80 sqm
	Refuge area at 4 <sup>th</sup> floor- Wing-B	31/12/2029	31/12/2029	86.95.0 sqm
	Refuge area at 4 <sup>th</sup> floor- Wing-C	31/12/2029	31/12/2029	64.32.0 sqm
4.	1 no of stairs - Wing -A	31/12/2029	31/12/2029	15.50 sqm
	1 no of stairs - Wing - B	31/12/2029	31/12/2029	17.07 sqm
	1 no of stairs - Wing - C	31/12/2029	31/12/2029	16.02 sqm

**B.) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE BUILDING INCLUDING IN THE COMMON AREA OF THE BUILDING:**

SR NO	TYPES OF FACILITIES / AMENITIES PROVIDED	PHASE NAME / NUMBER	PROPOSED DATE OF HANDING OVER TO OCCUPANCY CERTIFICATE	PROPOSED DATE OF HANDING OVER TO THE SOCIETY / COMMON ORGANIZATION	SIZE / AREA OF THE FACILITIES /AMENITIES	FSI UTILIZED OR FREE OF FSI
1.	Overhead tanks - Wing-A	NA	31/12/2029	31/12/2029	67.0 sqm	Free of FSI
	Overhead tanks - Wing-B		31/12/2029	31/12/2029	51.74 sqm	Free of FSI
	Overhead tanks - Wing-C		31/12/2029	31/12/2029	78.96 sqm	Free of FSI
2.	UG Tanks and Pump Room	NA	31/12/2029	31/12/2029	293.26 sqm	Free of FSI

3.	Meter Room Wing-A	NA	31/12/2029	31/12/2029	20.32 sqm	10 sqm free of FSI
	Meter Room Wing-B		31/12/2029	31/12/2029	15.10 sqm	10 sqm free of FSI
	Meter Room Wing-C		31/12/2029	31/12/2029	17.08 sqm	10 sqm free of FSI
4.	Society office at Podium lvl-3	NA	31/12/2029	31/12/2029	19.94 sqm	Free of FSI
5.	Stilt floor	NA	31/12/2029	31/12/2029	1608.25 sqm	Free of FSI
	Podium-1		31/12/2029	31/12/2029	1159.31 sqm	Free of FSI
	Podium-2		31/12/2029	31/12/2029	1212.52 sqm	Free of FSI
	Podium-3		31/12/2029	31/12/2029	1432.04 sqm	Free of FSI
	Podium-4		31/12/2029	31/12/2029	965.07	Free of FSI
6.	Fitness center at Podium Lvl.- 3	NA	31/12/2029	31/12/2029	217.96 sqm	Free of FSI

C) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE LAYOUT AND/OR COMMON AREA OF THE LAYOUT:

SR NO	TYPES OF FACILITIES / AMENITIES PROVIDED	PHASE NAME / NUMBER	PROPOSED DATE OF HANDING OVER TO OCCUPANT CY CERTIFICATE	PROPOSED DATE OF HANDING OVER TO THE SOCIETY / COMMON ORGANIZATION	SIZE / AREA OF THE FACILITIES /AMENITIES	FSI UTILIZED OR FREE OF FSI
1.	Open Spaces in at Gr. Lvl	NA	31/12/2029	31/12/2029	747.42 sqm	FREE OF FSI

2.	L.O.S	NA	31/12/2029	31/12/2029	LOS =588.97 sqm	FREE OF FSI
3.	Substation provision in L.O.S. Area	NA	31/12/2029	31/12/2029	50.60 sqm	FREE OF FSI
4.	Space for DG set provided in stilt area.	NA	31/12/2029	31/12/2029	21.17 sqm	FREE OF FSI

**D.) DETAILS AND SPECIFICATIONS OF THE LIFTS:**

SR NO	TYPE (PASSENGER / SERVICE/ STRETCHER / GOODS / FIRE EVACUATION / ANY OTHER)	LIFT / TOTAL NO OF LIFTS PROVIDED	NUMBER OF PASSENGER CARRYING WEIGHT (KG) OR IN	SPEED (MTR/SEC)
	Passenger lift for Wing-A	1 No.	16 Passengers	1.50 m/s
	Passenger lift for Wing-B	1 No.	15 passengers	1.50 m/s
	Passenger lift for Wing-C	1 No.	15 passengers	1.50 m/s
	Fire lift for Wing-A	1 No.	16 Passengers	1.50 m/s
	Fire lift for Wing-B	1 No.	15 passengers	1.50 m/s
	Fire lift for Wing-C	1 No.	16 passengers	1.50 m/s

**THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO:**  
(Description of Restricted Areas)

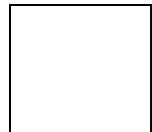
- 1 Overhead terraces alongwith its external peripheral walls blank walls and other walls.
- 2 Pocket Terraces
- 3 Parapets and other external peripheral walls blank walls and other walls.
- 4 Recreation ground

5 Car parking space.  
 6 Compound and other open areas.  
 Lobbies/Passages

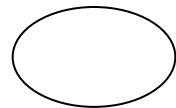
SIGNED SEALED AND DELIVERED )  
 BY THE withinnamed 'Promoter' )  
 \_\_\_\_\_ through its presents )  
 in the presence of )

**Signature**  
 For \_\_\_\_\_

**Photograph**



**Thumb Impression**



(\_\_\_\_\_  
 Authorized Partner  
**Promoter**)

SIGNED SEALED AND DELIVERED )  
 BY THE withinnamed 'Allottee' )  
 \_\_\_\_\_ in the presence of )

**Signature**

**Photograph**



**Thumb Impression**



(\_\_\_\_\_  
**Allottee**)

**RECEIVED** of and from withinnamed )  
 Allottee the earnest money deposit )  
 Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ )  
 \_\_\_\_\_ only )  
 exclusive of the TDS of Rs \_\_\_\_\_/- as)  
 hereunder setout: )

SR NO	PAYER	PAYEE	CHEQUE/ UTR NO	DATE	BANK BRANCH	AMOUNT (IN RS)
1	Allottee	Promoter (on execution				
2	Allottee	Income Tax Department (on execution hereof)				
					Total	

**WE SAY RECEIVED**

For \_\_\_\_\_

(\_\_\_\_\_  
Authorized Partner  
**PROMOTER**

## WITNESSES:

1 (\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_)

2 (\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_)