

## AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") made at Mumbai this \_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty\_\_\_\_\_(\_\_\_\_\_)

### BETWEEN

M/s. Mahavir Land Developers LLP, registered under the Limited Liability Partnership Act, 2008, having its office at 210, Western Edge-II Premises C S, Kanakia Space, Off Western Express Highway, Borivali (East), Mumbai 400 066, through its designated partner Mr. \_\_\_\_\_, 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 Partner or partners for the time being of the said firm, the survivors of the firm and the heirs, executors, and administrators of the last surviving Partner and their assigns) of the FIRST PART;

### AND

Mr/Mrs. [●] (PAN : [●]), aged about [●] years, having address at [●], hereinafter referred to as the "ALLOTTEE/S" (which expression shall, unless it be repugnant to the context or meaning thereof: in case of Individual/s, be deemed to mean and include his/ her/ their respective heir/s executors, administrators and permitted assigns)(in case of Partnership Firm, be deemed to mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators of the last surviving partner, their or his permitted assigns) (in case of Company, be deemed to mean and include its successors and permitted assigns) (in case of Trust, be deemed to mean and include the trustees or trustee of the trust, the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them) (in case of Hindu Undivided Family, be deemed to mean and include Karta, his heirs, representatives, executors, administrators, successors in interest and permitted assigns) of the SECOND PART;

The Promoter and the Allottee/s hereinafter are collectively referred to as "the Parties" and individually referred to as "the Party".

### WHEREAS:

- A) By and under a Development Agreement dated April 4, 2024 ("Development Agreement") (which is and duly registered with the Office of Sub-Registrar of Assurances at Borivali under Serial No. BRL/7/7355/2024 dated April 4, 2024 entered into between executed between Manek Nagar A, B, C Co-Operative Housing Society Limited ("the Society"), its Members and the Promoter, the Society and its Member had granted the development rights to the Promoter in respect property being "all that pieces and parcels of land bearing CTS No. 1097/A admeasuring 2417.40 sq. meters or thereabouts along with building standing thereon known as "Manek Nagar" comprising of

three wings namely i) A wing consisting of 25 residential flats & 5 Commercial Shops, ii) B wing consisting of 22 residential flats & 1 Commercial Shops and iii) C wing 14 residential flats in aggregating having 67 members of Village Kandivali, Taluka Borivali, within the Registration District and Sub- District of Mumbai City and Mumbai Suburban being situate and lying at CTS No. 1097/A, Village Kandivali, M.G. Road, Kandivali West, Mumbai – 400067 [“the said property”], which more particularly described in the First Schedule hereunder written. The Society has also executed a Power of Attorney dated April 4, 2024 [“Power of Attorney”] duly registered with Sub-Registrar of Assurances at Borivali under Serial No. BRL/7/7385/2024 dated April 4, 2024 in favour of the Promoter and/or its partners and nominees for effectually carrying out the redevelopment of the said property.

- B) The aforesaid Development Agreement coupled with the Power of Attorney executed by the Society in respect of the said property in favour of the Promoter herein are valid, subsisting and binding upon the parties thereto and the same are in full force, effect and in operation.
- C) AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.
- D) AND WHEREAS the Promoter is constructing building/s on the plot bounded by red color in the Annexure “A” attached herewith (“project land”) and is in possession of the project land.
- E) The Promoter thus, intends to construct on the project land, a multi-storeyed building comprising of part stilt and part Commercial Shops on Ground Floor + part Podium and part Commercial Offices on 1<sup>st</sup> Floor + 4 parking podiums + 1 amenity floor (E Deck) + 13 upper habitual floors + part terrace and part habitual floor on 20<sup>th</sup> floor (“said building/s”) with common areas, facilities and amenities as mentioned in Annexure A (“entire project”) or such further extra floors or structures as may be approved to be constructed on the project land as mentioned hereinafter.
- F) AND WHEREAS the Allottee/s is offered an shop/office/flat bearing number \_\_\_\_\_ on the \_\_\_\_ floor, (hereinafter referred to as the said “Apartment”) in the \_\_\_\_\_ wing along with \_\_\_\_\_ car parking (hereinafter referred to as the “said parking space”) of the building called \_\_\_\_\_ (hereinafter referred to as “the said building/s”) being constructed/ constructing on the project land, by the Promoter. The said Apartment and said parking space hereinafter referred to as “said premises”.
- G) AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of

Architects.

- H) AND WHEREAS the Promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority at no \_\_\_\_\_, authenticated copy is attached as Annexure “B” hereto.
- I) AND WHEREAS the Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the building/s and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/s.
- J) AND WHEREAS by virtue of the Development Agreement and Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee/s of the Apartments to receive the sale consideration in respect thereof.
- K) AND WHEREAS on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s. \_\_\_\_\_ and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.
- L) AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartment is constructed or is to be constructed have been annexed as Annexure “C” hereto.
- M) AND WHEREAS the authenticated copies of the plans of the Layout as approved by the Local Authority concerned have been annexed hereto and marked as Annexure “D” hereto.
- N) AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the said building/s and open spaces are proposed to be provided for on the entire project have been annexed as Annexure “E” hereto.
- O) AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed as Annexure “F” hereto.
- P) AND WHEREAS the Promoter has got some approvals from the concerned local authorities/s to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain

Building Completion Certificate or Occupancy Certificate of the said building/s.

- Q) AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building/s and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- R) AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- S) AND WHEREAS the Allottee/s has/have applied to the Promoter for allotment of an Apartment No. .... on ..... floor in \_\_\_\_ wing situated in the said building/s being constructed/ to be constructed on the project land.
- T) AND WHEREAS the carpet area of the said Apartment is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.
- U) AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- V) In accordance with the terms and conditions set out in this Agreement as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase from the Promoter said premises being Apartment No. [ ] situated on the [ ] Floor admeasuring about [ ] sq.ft. Rera Carpet Area plus [ ] sq. ft., balcony area of the said building/s along with [ ] parking space being constructed by the Promoter on the project land, at or for a total consideration of Rs. [ ]/- (Rupees [ ] Only) (being exclusive of such other amounts, charges, deposits, taxes, advance maintenances, service tax, VAT, GST and such other statutory levies, taxes, as and when applicable/levied upon) and subject to the terms and conditions and as hereinafter appearing as mutually agreed by and between the parties hereto.
- W) AND WHEREAS, prior to the execution of these presents the Allottee/s has/have paid to the Promoter a sum of Rs.....

(Rupees.....) only, (excluding TDS as payable by the Allottee/s under the provision of Section 194-IA of the said premises agreed to be sold and/or allotted to the Allottee/s by the Promoter as advance payment or deposit)being part payment of the sale consideration of the said premises agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing. The Allottee/s shall pay TDS amount to the statutory authority within 7 days from date the any payment made to the Promoter.

- X) AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. \_\_\_\_\_.
- Y) The Promoter has informed the Allottee/s about all these aspects pertaining to the ongoing Project including applications, sanctions, permissions pertaining to the Project and common amenities and facilities for the entire Project, and the Allottee/s agrees and acknowledges the same. The Promoter reserves its right in its absolute discretion to amend/alter/modify the Project from time to time as it may deem fit and/or also changes the location of any amenities, and facilities in the Project or change the nature of the building proposed to be constructed on the Project as per Relevant Laws.
- Z) The Promoter has informed the Allottee/s and the Allottee/s hereby agree/s, acknowledge/s and confirm/s that the amenities of the Project (as enlisted in Annexure “A” annexed and marked hereto), shall be shared by all the tenements of the Project. Further, the costs and charges towards such common areas and amenities shall be shared between all the Allottee/s/member/s of the building. The Allottee/s hereby acknowledges, confirms and agrees to the same.
- AA) While sanctioning the said plans the concerned authority has granted the concessions for open space deficiencies and other concessions in respect of said building/s and thus the Allottee/s is made aware that said plans are sanctioned by the concerned authority with open space concessions and other concessions
- BB) The Promoter has brought to the notice of the Allottee/s, that the Promoter has executed and registered and may hereafter, from time to time, execute and register the Declarations, Undertakings and Indemnities in favour of concerned authority and other public authorities and the Promoter thereby agreed and undertook and may required to further agree and undertake, *inter alia*, as follows:
  - i. that the Promoter shall indemnify the concerned authority against any action on the existing structure; legal dispute of

ownership of the project land; and damages, risk, accident etc. nuisance to the occupier and neighbourhood during the construction; any litigation, claim, disputes arising out of inadequate width/sizes of kitchen/rooms, AVS etc.; inconvenience/ accident caused due to installation of mechanized parking, inadequate ratio of car parking etc.

- ii. that the part/pocket terraces area and areas claimed free of FSI, if any, will not be misused in future;
- iii. that the building under reference is in deficient open space and concerned authorities will not be held liable for the same in future;
- iv. that there is no contiguous holding/piece of plot with the project Land;
- v. that the area reserved for parking shall be used / utilized for the purpose of parking only;
- vi. that special attendants will be deployed to control the maneuvering and movement of car between entry and exit gates and at the junctions of mechanized parking system;
- vii. that the lift machine room will not be misused;
- viii. that more height of the stilt will not be misused;
- ix. that the conditions imposed in CFO NOC shall be abided;
- x. that the mechanized parking system shall be equipped with electric sensor floor devices and also proper precautions and safety measures shall be taken to avoid any mishap / damage occurred due to flooding in pit if any and maintenance of the same shall be done regularly;
- xi. that concerned authority will not be held liable for any failure of the mechanical parking system in future;
- xii. that there is inadequate maneuvering space for cars parking and allottee/buyer will not make any complaint to concerned authority in this regard in future;

CC) The Promoter has provided to the Allottee/s the copies of the aforesaid Undertakings & Indemnities till date executed and registered by the Promoter and the Allottee/s hereby agrees and undertakes to abide by the undertakings given thereunder as if the same have been given by the Allottee/s

DD) The Allottee hereby agrees and undertakes that as required by the MCGM, the Dry and Wet Garbage shall be separated and Wet Garbage generated in the said building/s shall be treated separately on the said Plot by the occupants of the said building/s.

EE) The Promoter has brought to the notice of the Allottee that the Fungible FSI has been utilized in construction of the said building/s

FF) In case the Transaction being executed by this Agreement between the Promoters and the Allottee/s is/are 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 Promoters/ Allottees/ both, as the case may be, in accordance with the agreed terms of payments.

- GG) By virtue of the aforesaid facts and deeds and documents the Promoter are well and sufficient entitled to develop the said property more particularly described in the First Schedule hereunder written.
- HH) The parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and the relevant laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- II) The Allottee/s has/have agreed not to raise any demand or requisition in future nor shall call for any further documents nor challenge/dispute the authority of Promoter to complete the construction of said building and deal with, sell and allot the premises and other benefits, car parking space, etc. in the said building.
- JJ) AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- KK) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Apartment and the garage/covered parking (if applicable).

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

1. The Parties hereby agree and confirm that what is stated in the Recitals hereinabove shall be deemed to form an integral part of this Agreement, as if the same are repeated herein verbatim.
2. Construction
  - a. The Promoter shall construct the said building/s consisting of part stilt and part Commercial Shops on Ground Floor + part Podium and part Commercial Offices on 1<sup>st</sup> Floor + 4 parking podiums + 1 amenity floor (E Deck) + 13 upper habitual floors + part terrace and part habitual floor on 20<sup>th</sup> floor on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time and which may further be approved hereafter by the concerned local authorities (for the extra floors or extra l structures or extra wings as stated above and Promoter accepts full and sole responsibility and liability for entire Development of the Project) and which sanctioned plans as well as the presently envisaged plans have

been seen and approved by the Allottee/s. Provided that the Promoter shall obtain prior consent in writing of 2/3<sup>rd</sup> Allottee/s in respect of any major alteration or addition or variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

- b. The Allottee/s hereby confirms that he/she is aware that, while sanctioning the plans the MCGM has granted the concessions for open space deficiencies and other concessions and thus the said plans are sanctioned by the MCGM with open space concessions and other concessions. The Allottee/s, therefore, hereby agrees and undertakes that the Allottee/s shall not at any time in future object to the deficiency in joint open space as and when the development / redevelopment by the neighbouring plot owners takes place.
- c. The Amenities and Facilities provided in the said building shall always remain common and shall be shared by all the Allottee/s of said building. The Allottee/s hereby confirm/s and undertake/s that the Allottee/s shall not at any time raise any objection/ dispute/ hindrance for any reason whatsoever for use of such Common Areas and Amenities and Facilities of Project by the Allottee/s of the Project. Further, the costs and charges towards such Common Areas and Amenities and Facilities of the Project shall be shared between all the Allottee/s of the Project. The Allottee/s hereby acknowledges, confirms and agrees to the same and accordingly gives his/her/their no-objection and consent/s to the same.

3. Descriptions of the said premises and common areas and facilities & total consideration

- A. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee:
  - i. Apartment bearing no. \_\_\_\_ admeasuring \_\_\_\_\_ square feet RERA Carpet area plus [\_\_\_\_] sq. ft., balcony area in [\_\_\_\_] on floor in the building/s known as “\_\_\_\_\_” being constructed on the project land for consideration of Rs. [\_\_\_\_]/- (Rupees \_\_\_\_\_ Only), which is more particularly described in the Second Schedule annexed herewith. The Apartment is shown in red colour boundary line on the floor plan annexed as Annexure hereto
- B. Parking Spaces  
The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s the in mechanical/tower car parking space(s) admeasuring \_\_\_\_ sq.ft. having length x \_\_\_\_\_ mm and breadth x \_\_\_\_\_ mm vertical clearance being constructed on the said property. However, the exact location and identification of such car parking spaces may get vary due to change in the layout plan and can be finalized by the



Promoter only upon completion of the said Project in all respects. The Promoter has allocated/shall be allocating car parking spaces to allottee/s of premises in the said Project and the Allottee/s shall not raise any objection in that regard.

- C. In consideration of the above, the Allottee/s hereby agrees to pay to the Promoter a total lumpsum sale consideration of Rs. \_\_\_\_\_ (“total consideration”), comprising of the following:

Sr. No.	Particulars of consideration	Rupees
(i)	Towards the Carpet Area of the said Apartment.	
(iii)	Towards parking space/s	

- D. The total consideration above excludes Taxes (consisting of taxpaid or payable by the Promoter by way of Value Added Tax,Service Tax, GST, Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Premises.

3. Payment Schedule & Manner of Payment:

- a. The Allottee/s hereby agrees and undertakes to pay to the Promoter the total consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) in the following manner:

Payment Schedule	% of Agreement value
At the time of booking (Earnest Amount)	10%
On completion of plinth	15%
On completion of 1st slab	5%
On completion of 2nd slab	5%
On completion of 3rd slab	5%
On completion of 4th slab	5%
On completion of 5th slab	5%
On completion of 6th slab	2%
On completion of 7th slab	2%
On completion of 8th slab	2%
On completion of 9th slab	2%
On completion of 10th slab	2%
On completion of 11th slab	2%
On completion of 12th slab	2%
On completion of 13th slab	2%
On completion of 14th slab	2%
On completion of 15th slab	2%
On completion of 16th slab	2%

<b>On completion of 17th slab</b>	<b>2%</b>
<b>On completion of 18th slab</b>	<b>2%</b>
<b>On completion of 19th slab</b>	<b>2%</b>
<b>On completion of 20th slab</b>	<b>2%</b>
<b>On completion of 21st slab</b>	<b>2%</b>
<b>On completion of Brick/Block work</b>	<b>5%</b>
<b>On completion of internal/external plaster</b>	<b>5%</b>
<b>On completion of Plumbing &amp; Electrical work</b>	<b>5%</b>
<b>At the time of possession</b>	<b>3%</b>
<b>TOTAL</b>	<b>100%</b>

The Promoter has the discretion to raise invoices for the milestones which has been completed/achieved irrespective of sequences of milestones.

- b. The Allottee has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs ..... (Rupees ..... ) and shall be deposited in RERA Designated Collection Bank Account, Bank, Branch having IFS Code .....situated at..... In addition to the above bank account, the Promoter have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No.....and ..... respectively.
- c. The Allottee/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of the Promoter sending notice of the completion of each milestone. Intimation forwarded by Promoter to the Allottee/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed, and such proof shall be valid and binding upon the Allottee/s and the Allottee/s agree/s not to dispute the same. The Allottee/s hereby understand/s and agree/s that, save and except for the intimation from the Promoter as provided under this Clause, it shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned in this Clause, and the Allottee/s shall make all payment/s to the Promoter on or before the due dates, time being the essence of this Agreement, The Allottee/s agrees to pay to the Promoter, interest at SBI Marginal Cost of Lending plus 2%, as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the

Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

- d. All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of "\_\_\_\_\_ ACCOUNT".
- e. For the purpose of remitting funds from abroad by the Allottee/s, the following are the particulars of the beneficiary:
- (i) Beneficiary's Name : \_\_\_\_\_ Account
  - (ii) Beneficiary's Account No. : \_\_\_\_\_
  - (iii) Bank Name : \_\_\_\_\_ Bank
  - (iv) Branch Name : \_\_\_\_\_
  - (v) Bank Address : \_\_\_\_\_
  - (vi) IFSC Code : \_\_\_\_\_
- f. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Apartment, the Allottee/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such instalment of Total Consideration amounts due and payable to Promoter through an account payee cheque/ demand draft drawn in favour of "\_\_\_\_\_".
- g. Further, at the express request of the Allottee/s, the Promoter may at its sole discretion offer a rebate to the Allottee/s in case the Allottee/s desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Allottee/s complying with all its obligations under this Agreement including timely payment of the instalments. Save as foregoing, the quantum of rebate once offered by the Promoter shall not be subject to any change/withdrawal. The early payments received from the Allottee/s under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee/s.
- h. If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honoured for any reason whatsoever, then the same shall be treated as default under Clause \_\_\_\_ below and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) for dishonour of a particular payment instruction for first instance and for second instance the same would be Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) in addition to the interest for delayed payment. Thereafter no cheque will be accepted, and payments shall be accepted through bank demand draft(s) only.

- i. The total consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies in owed by the competent authorities etc., the Promoter shall enclose the said notification / order/ rule/ regulation published/ issued in that behalf to that effect along the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

4. Taxes:

- a. The Total Consideration above excludes taxes. Taxes include Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sale of Premises for the period upto the date of handing over of possession of the Premises.
- b. Taxes shall be payable by the Allottee/s on demand made by the Promoter within 7 (seven) working days, and the Allottee/s shall indemnify and keep the Promoter indemnified from and against the same.
- c. The Promoter and the Allottee/s hereby agree/s and confirm/s that the applicable rate of GST for the Residential Premises is 5% and for the Commercial Premises is 12%, which shall be borne and payable by the Allottee/s to the Promoter and accordingly GST amount shall be deposited/ credited with the Competent Authority by the Promoter.

5. Tax Deducted at Source:

The Allottee/s shall pay each installment of the aforesaid purchase price to the Promoter after deducting there from 1% TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the said amount to the credit of Central Government and shall issue a TDS Certificate in favour of the Promoter in the prescribed Form No.16QB for the same, within 15 (Fifteen) working days from the payment thereof.

6. Payment of Other Charges:

- a. The Allottee/s shall on or before delivery of possession of the said premises deposit and keep deposited with the Promoter the following amounts, which shall be transferred to the society (as defined below):  
The aforementioned clause has been detailed out in a tabular format herein below for ease of reference:

Sr. No.	Particulars	Rupees
(i)	Estimate amounts for deposit towards provisional monthly contribution towards outgoings of Society for____months.	
(ii)	Estimate amounts towards corpus fund to be deposited with Promoter / service provider, as may be directed by the Promoter.	
	Total:	

- b. The Allottee/s shall on demand pay to the Promoter the following amounts: -

Sr. No.	Particulars	Rupees
(i)	For formation and registration of the Society or Limited Company/ Federation/ Apex body	
(ii)	For proportionate share of taxes and other charges/ levies in respect of the Society or Limited Company/ Federation/ Apex body	
(iii)	For deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/ Federation/ Apex body	
(iv)	Estimate amount for share money, application entrance fee of the society	
(v)	Estimate amounts for deposit towards water connection charges, electric connection charges	
(vi)	For deposits of electrical receiving and Sub Station provided in Layout	
(vii)	Estimate amounts towards Legal charges	
(viii)	Development charges	

7. Variations in Area:

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said building/s is/are complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be

made at the same rate per square meter as agreed in Clause \_\_\_\_ of this Agreement. The proposed carpet area of the said premises would be as per the approved plans and may change as a result of physical variation due to tiling, ledges, plasters and skirting.

8. Promoter to appropriate dues:

The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

9. Time is of essence:

a. Time is the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Premises to the Allottee/s and the Common Areas to the Apex Association after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in this Agreement("Payment Plan").

10. Interest:

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

11. The Allottee/s agrees that he/she/they shall maintain the dry and wet garbage separately and the wet garbage generated in the building shall be treated separately on the project land by the resident/ occupants of the building within the jurisdiction of MCGM.

12. Adherence to Sanctioned Plans:

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

13. Possession:

The Promoter shall endeavor to hand over possession of the said Flat to the Allottee/s on or before \_\_\_\_\_ subject to what is otherwise stated in

clause \_\_\_\_ below herein i.e. Force Majeure events. If the Promoter fails and neglects to handover possession of the said Flat on the aforesaid date or any such date as may be extended by mutual consent then the Allottee/s shall have the option to terminate this agreement after giving 30 days' notice in writing thereupon the Promoter shall be liable to refund to the Allottee/s within 6 months the amount received by him in respect of the said Flat along with annual interest at the SBI lending (MCLR) rate plus 2% interest from the date the Promoter received the sum till the date the said amount and interest thereon is paid to the Allottee/s. It is agreed that upon the termination of this Agreement by the Allottee/s, the claim of the Allottee/s shall be restricted to refund of monies paid with simple interest thereon as aforesaid and that the Allottee/s shall not be entitled to claim any loss and/or damages and/or mental trauma or otherwise howsoever. The entire amounts to be refunded with the interest as aforesaid payable on the amounts refundable to the Allottee/s shall be paid solely by the Promoter as it is the Promoter's responsibility to complete the construction in a timely manner. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. The Allottee/s agrees that receipt of the said refund by Cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accepts or encashes the cheque or not, will amount to the said refund and thereafter the Promoter shall be entitled to deal with the said Flat and other areas as the Promoter may deem fit.

14. The Promoter shall be entitled to a reasonable extension of time for handing over the possession of the said Flat, as stated hereinabove, if the completion of the said building in which the said flat is situated is delayed on account of the following but not because of an act on the part of the Promoter,
  - (i) War, civil commotion or act of God;
  - (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
15. Manner of Taking Possession:
  - a. The Promoter, upon obtaining the Occupancy Certificate from the competent authority and the Allottee/s having made all payments payable to the Promoter as per this Agreement, shall offer in writing the possession of the said Premises to the Allottee/s in terms of this Agreement. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Occupancy Certificate of the Project
  - b. The Allottee/s shall take possession of the said Premises within 15 (Fifteen) days of the written notice from the Promoter to the Allottee/s intimating that the said Premises is ready for use and occupancy.
16. Outgoings:

- a. From the Possession Date, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said property namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the building.
  - b. The Promoter shall maintain a separate account in respect of sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the co-operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
17. Defect Liability Period:
  - a. If within a period of five years from the date of handing over the Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment/ Office/ Shop or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
  - b. The Allottee/s shall use the Premises or any part thereof or permit the same to be used only for purpose of residence or office/shop for carrying on any business. He shall use the parking space only for purpose of keeping or parking vehicle.
  - c. Notwithstanding anything stated in Clause (a) and (b) or elsewhere in this Agreement, the Promoter shall not be in any way liable to repair or provide compensation for structural defects as set out in this Clause (a) and (b) where the Allottee/s has made any structural changes in the unit or in the materials used thereon.
18. The Allottee/s along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye- laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of



Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.

19. Default by Allottee/s:

- a. In the event if the Allottee/s commits three defaults in the payment of the Total Consideration in instalments in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Allottee/s as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Promoter shall be entitled, without prejudice to other rights and remedies available to the Promoter including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Allottee/s, to cancel/ terminate the transaction.
- b. Without prejudice to the right of Promoter to charge interest in terms of sub clause above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s 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/s committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement.

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

Provided further that upon the termination of this Agreement as aforesaid, the Promoter shall retain/adjust and appropriate 10% of the agreement value, or Amount Paid (whichever is higher), by way of liquidated damages, and refund the balance amount to the Allottee/s within a period of ninety (90) days from the termination and this agreement shall stands terminated, cancelled and put an end to without any further intimation & the consequences hereinafter set out, shall follow:-

- i. The Allottee/s shall cease to have any right or interest in the said premises or any part thereof:
- ii. The Promoter shall be entitled to sell the said premises to any other person or party, as the Promoter may deem fit; at such consideration and on such terms and conditions as the Promoters may in their absolute discretion deem fit.

- iii. On the realization of the entire sale consideration from new Allottee/s of the Premises, the Promoters shall refund to the Allottee/s the amount paid by the Allottees to the Promoters in pursuance of this Agreement after deduction there from;
- 10% of the agreement value, or amount paid (whichever is higher), by way of liquidated damages (which is to stand forfeited by the Promoters).
  - The taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said premises upto the date of termination of this Agreement.
  - The amount of interest payable by the Allottee/s to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination, as aforesaid.
  - In the event of the said resale price being less than the purchase price mentioned herein, the amount of such deficit, the Promoter shall be entitled to recover such deficit amounts from the Allottee/s. The Promoters shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs, otherwise. The said amount shall be unconditionally accepted by the Allottee/s in full satisfaction of all his/her/their claims under this Agreement and/or in or to the said premises, without any dispute or demur.

20. Representations and Warranties of the Promoter:

The Promoter hereby represents and warrants to the Allottee/s to the best of its knowledge as on date as follows:

- a. The Promoter has a clear and marketable title with respect to the project land as let out in the title report annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- b. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- c. There are no encumbrances upon the said premises or project land or the project except those disclosed in the title report, if any;
- d. There are no litigations pending before any Court of law with respect to the project land or project except those disclosed in the title report and the RERA website;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by

following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building(s)/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with the Relevant Laws in relation to the Project, said property, building and common areas;

- f. 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/s created herein, may prejudicially be affected;
- g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said property, including the Project and the said premises which will, in any manner, adversely affects the rights of Allottee/s under this Agreement;
- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Allottee/s in the manner contemplated in this Agreement;
- i. After the completion of the said building and upon receipt of O.C., the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Society;
- j. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;
- k. 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 project land) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

21. Obligations, Covenants, Representations of Allottee/s:

The Allottee/s or himself/ herself/ themselves with intention to bring all persons into whosoever hands the said premises may come, hereby covenants, represents with the Promoter as follows: -

- a. To maintain the said premises at the Allottee's/s' own cost in good and tenantable repair and condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said premises is situated and

the said premises itself or any part thereof without the consent of the local authorities, if required.

- b. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which said premises is situated or on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- c. To carry out at his/ her/ themselves own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the said premises is situated or the said premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises is situated nor shall demand partition of the Allottee/s's interest in the said premises and shall keep the portion, sewers, drains and pipes in the said premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the said premises without the prior written permission of the Promoter and/or the Society. If, on account of any additions or alterations being carried out by the Allottee in the said premises whether such additions and alterations are permitted by the concerned authorities or not), there be any damages to the adjoining premises or to the premises situated below or above the said premises (inclusive of leakage of water and damages to the drains) the Allottee shall at his/her/their own costs, risk and expenses repair such damage (including recurrence of such damages).
- e. Not to alter or modify the fire fighting system installed by the Promoter as per CFO approval. The Allottee shall further ensure that he/ she/

they shall also not alter or modify the said fire fighting system and shall ensure the same is well maintained (though AMC Contractors or otherwise) and checked by conducted fire drills as mandated by the authorities. The Allottee/s shall keep the fire escape passage and the staircase free of any obstructions at all times.

- f. To observe and perform all the rules and regulations which the said Society may adopt and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the building, the project land and the said premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.
- g. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- h. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the project land and the building in which the said premises is situated.
- i. Pay to the Promoter within 7 days of demand by the Promoter, his/ her/ their share of security deposit and other costs, charges and deposits demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said premises is situated.
- j. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Allottee/s for any purposes other than for the purpose for which it is sold.
- k. Permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Allottee/s;
- l. To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the building by any act of the Allottee/s.
- m. The Allottee/s shall abide by, observe and perform all the rules, regulations and bye-laws of the Society as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local

authority and the Government and other public bodies and not commit breach thereof and in the event of the Allottee/s committing breach thereof and/or any act in contravention of the above provision, the Allottee/s shall be personally responsible and liable for the consequences thereof to the Society and/or the concerned authority and/or other public authority.

- n. The Allottee/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Society regarding the occupation and use of the said premises and shall bear and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time.
- o. Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said premises, whereby any FSI whatsoever is deemed to be consumed and/or there is a violation or misuse of any approvals, sanctions and/or terms and conditions as may be prescribed by any concerned authorities are and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Promoter/the Society are in any manner whatsoever prejudiced/adversely affected;
- p. After possession of the said premises is handed over the Allottee/s, the Allottee/s may insure the said premises from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter shall not be responsible for any loss/damage suffered thereafter.
- q. The Allottee/s is/are aware that the plans are approved with the use of base land FSI, Premium FSI and Fungible FSI, which are acquired by way of payment of premium to the concerned authority and Government authorities and the premium is paid/shall be paid to the concerned authority for the same and that the Promoter is also loading, using and utilizing TDR on the said property which would be consumed in the course of construction of the said building.
- r. The Allottee/s is/are also aware that the Promoter has paid to the concerned authority the premium towards the staircase; lift lobby passage, internal staircase and condoning of open space deficiencies.
- s. The Allottee/s is aware of various concessions, approvals granted to the Promoter at the time of construction of the said building including the open space deficiency. The Allottee/s is/are aware that the said building is being constructed with deficient open spaces (which deficiency has been condoned by the concerned authority). The Allottee/s undertake/s not to raise any objection in respect of the open space deficiency and shall also not raise any objection in respect to the construction and/or development activities carried on in the said

property or in the adjoining plots on the ground of deficient joint open space or otherwise howsoever.

- t. The Allottee/s and/or the Promoter shall present this Agreement and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.
- u. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up including transfer fees if any due to Promoter.
- v. The Allottee/s shall observe and perform all the rules and regulations which the Society or the limited company or Apex Body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of said premises in the said building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- w. Usage of said premises Areas & Parking Space by Allottee/s:  
The Allottee/s agree(s) to use the said premises or any part thereof or permit the same to be used only for the purpose of residence/commercial only. The Allottee/s further agree(s) to use the parking space only for the purpose of keeping or parking car.
- x. The Allottee/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement/ communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification and/or services or cannot be construed as the same. The Allottee/s has/ have not relied on the same for his/ her/ their/ its decision to acquire the Apartment and also acknowledges that the Allottee/s has/have seen all the sanctioned plans and the time schedule of completion of the Project.
- y. The Allottee/s hereby agrees and undertakes that he/she/they shall not claim or demand any consideration/ amount or compensation or benefit from the Promoter in respect of the benefit arising from extra F.S.I and/or extra development potentiality available to the Promoter to use, utilize, consume and exploit the same by constructing extra floors on the said building/s.

- z. The Allottee/s undertake/s that the Allottee/s has/have taken the decision to purchase the Apartment out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee/s by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.
- aa. The Allottee/s of Premises agrees and undertakes that he/she/they shall not claim or demand any consideration/ amount or compensation or benefit from the Promoter in respect of the said extra floors which the Promoter are entitled to construct by use of such extra or extra as member and shareholder of the Society and such Allottee/s shall have all the privileges and entitled to avail of the common amenities as may be available to the Allottee/s herein in the said building/s and/or the property.
- bb. The Allottee/s hereby agrees and undertakes that he/she /they shall not obstruct or object or dispute to the right, title and interest of the Promoter in respect of the said extra F.S.I. and/or extra Buildable Area/T.D.R. benefit available to the Promoter and the Promoter as above and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, consent, etc, if so required by the Promoter.
- cc. Save and except the information/ disclosure contained herein the Allottee/s confirm/s and undertake/s not to make any claim against Promoter or seek cancellation of the said premises or refund of the monies paid by the Allottee/s by reason of anything contained in other information/ disclosure not forming part of this Agreement including but not limited to publicity material/advertisement published in any form or in any channel.
- dd. It is expressly agreed and understood that the right, title and interest of the Promoter to avail the benefits of extra F.S.I. and/or T.D.R/ extra Buildable Area benefit to use, utilize and consume the same in the said property shall be absolute and permanent.
- ee. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the project land and building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment and parking spaces, if any, hereby agreed to be sold to him/her/them until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.



- ff. The Allottee/s agree/s and undertake/s that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said premises and/or Parking Space (s) by concerned authorities due to non-payment by the Allottee/s or any other Flat/ office/ Shop purchaser of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments. To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under clause 4.1 of this Agreement or as and when demanded by the Promoter.
22. The Promoter shall be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of the said building or for implementation of the scheme for redevelopment of the project land. The Allottee/s shall not interfere with the said rights of Promoter's in any manner whatsoever.
23. The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under this Agreement have first charge and lien on the Apartment and the said car parking space agreed to be allotted and sold to the Allottee/s under this Agreement, without prejudice to any other rights and remedies available to the Promoter for recovery of outstanding dues from the Allottee/s.
24. The Allottee/s shall maintain at his/her/their own costs, the said Premises in the same condition, state and order in which it is delivered to him/her/them, and shall observe and perform all the terms conditions and covenants contained in this Agreement and shall abide by all bye-laws, rule and regulations of the said Society, MCGM, Local Bodies and Authorities and shall attend to, answer and be responsible for all actions, omissions, breaches and violations of any of the conditions or bye-laws, rules or regulations.
25. Unsold Flat/ office/ Shop:
- a. It is expressly agreed and understood that the Promoter shall not be held liable or responsible to bear pay and discharge any amount towards taxes, rates, outgoings, maintenance charges etc. in respect of the unsold flats, and/or non-allotted car parking spaces to Society or any organization or association. The Allottee/s herein shall not individually or with other allottee/s make claim or demand any such amount from Promoter.
- b. In respect of the unsold flats, if any, after the Promoter obtains Occupation Certificate/ Part Occupation Certificate from the Municipal Corporation, the Promoter shall reimburse only the property tax, if so, claimed or demanded by the concerned authorities of MCGM including Assessment and Collection Department in respect of the unsold premises and that the Promoter shall not be held liable or responsible to contribute any amount towards sinking fund, repairs, water charges, gardening, security charges, etc. or for any other funds, deposits, etc.,

which the society may claim from the Allottee/s occupying their respective premises, under its Bye-laws or Rules and Regulations.

- c. The Promoter shall, if necessary, become a member of the society in respect of the unsold Flats. If the Promoter transfers, assigns and dispose of such unsold flat/car parking to anyone at any time, then, the respective assignee, transferee and/or the Allottee/s thereof shall become members of the society in respect of such flat. The Allottee/s shall not have any objection to admit such assignee, transferee or Allottee/s as the member of the society without any charges whatsoever.

26. Mortgage & Security:

The Promoter if they so desire shall be entitled to create security on the entire project by availing loans/ Financial Assistance/ Credit Facilities from Banks/ Financial Institutions against respective securities as mentioned hereinabove, save and except the said premise allotted to the Allottee/s. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the said premises provided, the Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon. The Allottee/s hereby gives express consent to the Promoter to raise such financial facilities against security of the Project together with the building(s) being constructed thereon (including the Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the Flat/ office/ Shop agreed to be transferred hereunder.

27. Maintaining Separate Account:

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

28. Rights and Entitlements of the Promoter:

- a. The Promoter shall be entitled to develop the said property as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottee/s has/ have agreed to purchase the said premises based on the unfettered rights of the Promoter in this regard.
- b. To construct, develop and raise buildings, structures, towers and wings on the project land, with and without common podium levels and other common levels.
- c. Construct site offices/sales lounge on the Project and the said property (or part thereof) and to access the same at any time.

- d. To (by itself or through its workmen, staff, employees, representatives and agents) enter into and upon the Project and the project land and any construction thereon including the building, the Projects already registered with Maha RERA, the other Residential Component and the Non-Residential Component, including to view and examine the condition and state thereof.
- e. To use the common areas, facilities and amenities, internal access roads and all facilities, amenities and services in the layout of the project and the project land.
- f. To allot and grant car parking spaces in/on the project and the project land to Allottee/s of said premises in/on the Project and the project land.
- g. To grant or offer upon or in respect of the project and the project land or any part thereof, to any third party including allottee/s therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from or connect to all drains, sewers, installations and/or services in the project and the project land.
- h. The Promoter has informed the Allottee/s that there may be common access road, streetlights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the project land. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s along with other Allottee/s of flats/units/premises in the buildings and/or in the project, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Allottee/s of flats/units/premises in the buildings including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the Allottee/s of flats/units/premises in the buildings shall object to the Promoter laying through or under or over the land described in the First Schedule hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the project land.
- i. The Promoter shall be entitled to designate any spaces/areas on the said project and the project land, or any part thereof (including on the terrace, podium and basement levels of the said Project) for third

party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed by the occupants of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may in its sole discretion deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base substations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilised in common by occupants of units/premises in the said Project /on the project land /on the Adjoining Properties, as the case may be. The Promoter and its workmen/ agents/ contractors/ employees and any third-party contracts shall be entitled to access and service such infrastructure and utilities over the said property.

- j. The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said premises or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said project. The Allottee/s is/are aware that the main water/drainage pipes of the said project may pass through certain areas within the said premises. The Allottee/s agree(s) that he/ she/ it/ they shall not undertake any civil works/fit out works in such areas within the said premises, and/or permanently cover/conceal such areas within the said premises, nor shall in any manner restrict the access to the water/ drainage pipes and/or damage the water/ drainage pipes.
- k. The Promoter will at all times, be entitled to install logos and/or name boards and/or put up advertisements boards/hoarding etc. of the Promoter, and/or its Group Companies, (hereinafter referred to as “the displays”) with various devices (including electronic, laser and neon signs) in one or more places in the buildings, on open space/s, the terraces of the building and the compound walls of the property. The Promoter and/or its group companies will not be liable to make any payment of any nature to the Association of Allottees/Society in the said building in respect of the displays.

29. Right of Allottee/s to the Premises and Common Areas:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the project land and building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the society.

30. Binding effect:

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

31. If at any time this transaction is held to be liable to any additional tax, cess, premium etc. the same shall be payable by the Allottee/s to the Promoter, forthwith on demand, failing which the Allottee/s shall be liable to pay the same with interest thereon as per the said Rule.

32. The Allottee/s hereby admit and confirm that the Promoter has prior to entering into this Agreement, informed the Allottee/s and the Allottee/s has agreed that all brochures, pamphlets, literature and/or plans whether approved or otherwise, published/ issued by the Promoter, showing gardens, open spaces, recreation areas or any other details in the said plans and/or in the brochure, pamphlets or otherwise, are all tentative, subject to such variations, modifications and cancellation and/or withdrawal and/or shifting, as the Promoter may deem fit and proper, without any prior notice/intimation in any form to the Allottee/s.

33. Before taking possession of the said Premises, the Allottee/s shall be liable to inspect the said premises and willfully and completely satisfy himself/ herself/ themselves with the same in respect of the area of the said premises, item of work or quality of work or the materials used for the construction and the amenities provided therein and in the said building, and after taking possession, the Allottee/s will not be entitled to raise any claim about the same or any of them.

34. Entire Agreement

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

35. Provisions of this Agreement applicable to the Allottee/s subsequent Allottee/s:

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

36. Severability:

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

37. Right to Amend:

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

38. Method of calculation of proportionate share wherever referred to in the Agreement:

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the Carpet Area of the Premises to the carpet area of all the Premises in the Project.

39. Further Assurances:

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

40. Place of Execution:

The execution of this Agreement shall be complete only upon its execution by the Allottee/s and the Promoter through its authorized signatory of the Promoter at the Promoter's Office and simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar and this Agreement shall be deemed to have been executed at Mumbai.

41. Present for Registration:

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

42. Notices:

- a. Any notice, demand or other communication including but not limited to the Allottee/s's default notice to be served under this Agreement may be served upon any Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.

To the Allottee/s:

Name:

Address:

Notified E-mail ID:

To the Promoter:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Notified E-mail ID: \_\_\_\_\_

- b. In case of more than one Allottee/s, default notice, letters, receipts, demand notices to be served under this Agreement may be served upon to the first mentioned Allottee/s onto the above mentioned address or any address later notified by the first mentioned Allottee/s and the same shall be a sufficient proof of receipt of default notice, letters, receipts, demand notices and other communication by all the Allottee/s and the same shall fully and effectively discharge the Promoter of its obligation in this regard.
- c. In case of change of address of the Allottee/s, the same shall be informed to the Promoter well in advance by the Allottee/s.

43. Satisfied with the Promoter's title:

The Allottee/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Project and has expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Allottee/s relying solely on the Allottee/s agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee/s to be observed, performed and fulfilled and complied with and therefore, the Allottee/s hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-

performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee/s.

44. Joint Allottee/s:

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

45. Stamp duty and Registration charges:

The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee/s only. The Allottee/s shall also bear and pay all the amounts, taxes, charges, levies, duties, stamp duty (including deficit/ additional stamp duty amount, if any, demanded by concerned authority(ies), and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the Premises and on this Agreement and on the transaction contemplated herein.

46. Dispute Resolution:

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

47. Governing Law:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mumbai will have the jurisdiction for this Agreement.

48. Allottee/s who is/are Non-resident/ Foreign National of Indian Origin

It is abundantly made clear to the Allottee/s who is a non-resident/ foreign national of Indian Origin, that in respect of all remittances, acquisitions/ transfer of the said premises, it shall be his/ her/ their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/ her/ their/ its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/ she/ they/ it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.



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

**FIRST SCHEDULE**  
(Description of the said property)

All that pieces and parcels of land bearing CTS No. 1097/A admeasuring 2417.40 sq. meters or thereabouts along with building standing thereon known as “Manek Nagar” comprising of three wings namely i) A wing consisting of 25 residential flats & 5 Commercial Shops, ii) B wing consisting of 22 residential flats & 1 Commercial Shops and iii) C wing 14 residential flats in aggregating having 67 members of Village Kandivali, Taluka Borivali, within the Registration District and Sub- District of Mumbai City and Mumbai Suburban being situate and lying at CTS No. 1097/A, Village Kandivali, M.G. Road, Kandivali West, Mumbai – 400067

**SECOND SCHEDULE**  
(Description of the said premises)

Commercial/ Residential Premises being Flat/ Office/ Shop bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet RERA Carpet area on floor in building known as \_\_\_\_\_ proposed to be constructed on the said property alongwith \_\_\_\_\_ mechanical/surface car parking space(s) in Tower parking/ open/ stack/ stilt/ podium situated on the said Property as mentioned in the First Schedule mentioned above.

SIGNED, SELAED AND DELIVERED )  
BY THE WITHIN NAMED “PROMOTER” )  
M/s. Mahavir Land Developers LLP )  
Through its partners )  
(1) Mr. \_\_\_\_\_ )  
 )  
 )  
 )  
In the presence of ..... )

- 1.
- 2.

SIGNED, SELAED AND DELIVERED )  
BY THE WITHIN NAMED “THE ALLOTTEE/S” )  
MR.[●] )  
 )  
In presence of )  
1.  
2.

Receipt

RECEIVED of and from the within named Allottee/s Mr.[●] (PAN : [●]) and Mrs.[●] (PAN : [●]) Rs. [●]/- (Rupees [●] Only) by way of part payment out of the Agreement Value/ purchase price hereinabove mentioned. The details as under:

Sr. No.	Date	Cheque No.	Bank	Amount (Rs.)
1.				[●]/-
			Total	[●]/-

Total Rupees \_\_\_\_\_ Only.

WE SAY RECEIVED  
For M/s. Mahavir Land Developers LLP

Mr. \_\_\_\_\_  
Partner/Authorised signatory

Witness:  
1.  
  
2

\_\_\_\_\_

“Annexure A”

List of Amenities

A. Description of the common areas provided:

	Types of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/ area of the common areas provided
i.				
ii.				
iii.				

B. Facilities/amenities provided to be provided within the building including the common area of the building :

	Type of facilities/ amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing Over to the Society	Size/area of the facilities/ amenities	consent Utilized or free of FSI
i						
ii						
iii						

C. Facilities/amenities provided/to be provided within the Layout and/or common area of the Layout :

	Type of facilities/ amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing Over to the Society	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i						
ii						
iii						

D. The size and location of the facilities/ amenities in form of opens paces (RG/PG etc.) provided/to be provided within the plot and/or within the layout.

	Type of open spaces (RG/PG)to be provided	Phase name/ number	Size open Spaces to be provided	Proposed Date of availability for use	Proposed Date Of handing over To the Society
i					
ii					
iii					

E. Details and specifications of the lifts:

	Types of Lift (passenger/service/ stretcher/goods/fire re-evacuation/any other)	Total no.of Lifts provided	Number of passenger or Carrying capacity In weight (kg)	Speed (mtr/sec)
i				
ii				
iii				