

**Deviation of Model Form highlighted in BLUE COLOUR**  
**Modifications/ Additional clauses highlighted in YELLOW COLOUR**

**AGREEMENT FOR SALE**

This Agreement for Sale (hereinafter referred to as this “**Agreement**”) is made and entered into [•] on this [•] day of [•] **TWO THOUSAND AND TWENTY- [•]**.

**BETWEEN**

**MAITHILI BUILDERS PRIVATE LIMITED**, a private limited company under the provisions of the Companies Act, 2013 having its registered office address at, 1401/05 Maithili's Signet, Plot No. 39/4, Sector 30A, Vashi, Navi Mumbai 400703 represented through its duly authorized Director **Shri Niraj Gupta** appointed vide Board Resolution dated [•], hereinafter referred to as the "**PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its directors and shareholders, their successors, executors, administrators and assigns) of the **FIRST PART**;

**AND**

**[If Allottee is individual]**

Mr. / Ms. [•], son/daughter of [•], aged about [•], residing at [•], bearing PAN [•] hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**;

**OR**

**[ If Allottee is Company]**

[•], (CIN No. [•], a company incorporated under the provision of the Companies Act, (1956 or 2013 as the case may be) having its office at \_\_\_\_\_ PAN [•], represented by its authorized signatory , \_\_\_\_\_ (PAN [•], duly authorized vide board resolution dated [•], hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include successor-in-interest, executors, administrators and permitted assignees)of the **SECOND PART**;

**OR**

**[If Allottee is a Partnership]**

[•], a partnership firm incorporated and registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_) represented by its authorized signatory , \_\_\_\_\_ (PAN [•], duly authorized vide board resolution dated [•], hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and

include successor-in-interest, executors, administrators and permitted assignees including those of the respective partners) of the **SECOND PART**;

**OR**

**[If the Allottee is a HUF]**

[•], (Aadhar No. [•],) son of [•] aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at \_\_\_\_\_, (PAN \_\_\_\_\_) hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees, representatives, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**;

The **Promoter** and **Allottee** shall hereinafter collectively be referred to as the "**Parties**" and individually as the "**Party**".

**WHEREAS:**

- A. THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., a company incorporated under the Companies Act, 1956 (1 to 1956) and having its registered office at Nirmal, 2<sup>nd</sup> floor, Nariman Point, Mumbai-400021, (hereinafter referred as "**CIDCO**") is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra has exercise its powers under Sub-Sections (1) and (3-A) of the Maharashtra Regional & Town Planning Act 1966 (Maharashtra Act No XXXVII of 1966) (hereinafter referred to as the '**ACT**') for the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as the site for a New Town under sub-section (1) of Section 113 of the said Act.
- B. The State Government has acquired land within the delineated area of Navi Mumbai and vested the same in the CIDCO by order duly made in that behalf as per the provisions of section 113 of the said Act.
- C. The State Government through Collector of Thane vested in **CIDCO** for development and disposal inter alia of a piece and parcel of land situated at Village Koparkhairane, Tehsil and District Thane, bearing Condominium no. 8, Sector 10, and admeasuring **8797.83 sq. mtrs.** or thereabout including road set back, situate at Koparkhairane, Navi Mumbai-400709 within the limits of Navi Mumbai Municipal Corporation (hereinafter referred to as "**the said Original Plot**"). Thereafter, CIDCO constructed 47 buildings consisting of a total **188 number** of residential tenements, collectively having a built-up area of **8724.74** square meters under category C-Type, C1 Type, D Type, D1 Type, E Type and F Type thereon and transferred **188 number** of residential tenements to various purchaser who formed **SAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED**, a society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. NBOM/CIDCO/HSO(OH)/567/JTR/YR-1997-98 dated 03.12.1997 and

having its correspondence address at Condominium No. 8, Sector 10, Koparkhairane, Navi Mumbai 400709 hereinafter referred to as "**COMMON ORGANIZATION**".

- D. The Existing Tenements being members of the said Common Organization after following the due procedure of law prescribed as per the Maharashtra Co-operative Society Act, 1960 read with amendments got acquainted with the Promoter for the purpose of re-development of their Apartments and the said buildings and get the construction of new Apartments and buildings in place thereto, proposed the redevelopment of the said Original Plot and buildings thereon by utilizing the available FSI of the said **Original Plot**, including Transfer of Development Rights-Floor Space Index (TDR-FSI) relating to and arising out of the said Original Plot (if any) under the Unified Development Control and Promotion Regulations which was notified by the Maharashtra Government ("**Unified DCPR**") or such other regulations as may be applicable from time to time.
- E. Pursuant and upon agreement of terms between the Common Organization, Promoter and owners/occupants of the said buildings, by and under the Re-Development Agreement dated: 20<sup>th</sup> June 2022 registered with the sub-registrar of Assurance- Thane bearing No. **TNN-11-9175-2022** (hereinafter referred to as "**Re-Development Agreement**"), the Common Organization together with Existing Tenements being members have granted the Development Right to the Promoter with respect to the said Original Plot at or for the consideration and upon the terms and conditions as mentioned therein. Accordingly, the Promoter is entitled to develop the said Original Plot as per the terms and conditions of the said Re-Development Agreement. In furtherance thereto, the Common Organization has also executed and registered Power of Attorney in favour of Promoter granting various powers to the Promoter for the effective execution of re-development activity and sale of apartments together with appropriation of considerations related thereto coming to the share of Promoter. The said Power of Attorney dated: 23.06.2022 is registered with the sub-registrar of Assurance- Thane bearing No. **TNN-11-9441-2022** (hereinafter referred to as "**Power of Attorney**"). In pursuance to the said Re-Development Agreement, the each of the Existing Tenements are entitled to one apartment in lieu of their existing residential tenement (hereinafter referred to as "Rehabilitation Area Entitlement").
- F. Thereafter, CIDCO has granted lease in favour of **SAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED**, herein referred to as "**COMMON ORGANIZATION**" of all that piece and parcel of land admeasuring **8797.83** square meters or thereabouts (herein referred to as "The Original Plot") in Koparkhairane Township of Navi Mumbai Registration sub-district Thane by virtue of Lease Deed dated: 21.09.2022 which is registered with the sub-registrar of assurance Thane-8 bearing document no 17246 of 2022 bearing receipt no 18496 dated: 23.09.2022 (hereinafter referred to as the "**Original Lease Deed**").

- G. Thereafter, by virtue of Supplementary Lease Deed dated 04.10.2022 which is registered with the sub-registrar of assurance Thane bearing document no TNN-8-18075-2022 bearing receipt no 19394 the size of the said Original Plot i.e. all that piece and parcel of land admeasuring **8797.83** square meters or thereabouts in Koparkhairane Township of Navi Mumbai Registration sub-district Thane of Condominium No 8 at sector 10 has been amended by CIDCO to **8166.38 square meters** or thereabouts (hereinafter referred to as **“The Said PLOT”**) after reducing deductions as contained in aforesaid Supplementary Lease Deed dated; 04.10.2022. However, the Corporation has allowed the benefit of development potential of the said Original Plot including development potential available on said 631.45 square meters [area coming under deductions etc.] on net plot area of **8166.38 square meters** or thereabouts i.e. the said plot from original gross plot area of land admeasuring **8797.83** square meters or thereabouts i.e. the said Original Plot. The said plot is more particularly described in **First Schedule** written hereunder and delineated by yellow colour boundary lines in layout plan. Hereto annex is the Index-II Supplementary Lease Deed dated; 04.10.2022 marked as **ANNEXURE-A** and copy of the approved layout plan of the said plot marked as **ANNEXURE-B**.
- H. The said plot is partially affected by CRZ-II category and therefore the Promoter approached and requested the National Centre for Sustainable Coastal Zone Management (NCSCM), Government of India, Chennai to do the CRZ mapping for the said plot. The NCSCM after conducting the CRZ mapping exercise in accordance with the approved CZMP of Maharashtra State as per CRZ Notification 2011, has issued their CRZ mapping report bearing no. NCSCM/GEO/CRZ/2023/8 vide their letter bearing no. NCSCM/CZMA/Maharashtra/23-0137/EDC dated 27.03.2023 whereby they have informed that a small portion of south corner of the proposed project site being the said plot fall in CRZ II category which covers an area of about 50 square meters. Accordingly, at present the Promoter has proposed the project development to the extent of development potential available on the said plot after reducing FSI available in area of plot to the extent of 50 square meters falling under CRZ-II category. Later the Promoter will amend the building plans of the project to utilize FSI available on the said 50 square meters area of plot coming under CRZ-II category and get it approved to avail full development potential on the said plot from Navi Mumbai Municipal Corporation (NMMC) and or any concerned authority by following due process.
- I. The Promoters are entitled and enjoined upon to construct buildings on the said plot being the project land in accordance with the recitals hereinabove.
- J. The Promoter is in possession of the project land being the said plot.
- K. The Promoter has proposed to construct the Real Estate Project in name and style known as **“The Trellis”** [herein referred to as **“the said Project”**] on the said plot more particularly mentioned in the First Schedule.

The Promoter is developing the said Project by constructing thereon building/s ("the said building/s") to be known as **Wing A and Wing B** consisting inter alia of the basement/ground stilt/3 podiums/plus 4<sup>th</sup> to 25<sup>th</sup> upper floors and basement/ground stilt/1 podium/plus 2<sup>nd</sup> to 25<sup>th</sup> upper floors for Wing A and Wing B respectively (Basement + Ground + 25 storey) comprising of commercial shops and residential flats for the Developers sale portion and also residential flats for rehab portion for existing 188 members of the Common Organisation, external amenities and parking (s) spaces to be situated on the said plot, by utilizing built-up Area of **63637.162** square meters out of total available Built-up Area of **67313.572** square meters.

Subsequently the said Project shall be developed by increasing the number of floors and increasing the number of residential flats for the Developers sale portion in the buildings of **Wing A and Wing B** by amending the building plans to utilize FSI available on the said 50 square meters area of plot coming under CRZ-II category to avail full development potential of Built-up Area of **67313.572** square meters on the said plot from Navi Mumbai Municipal Corporation (NMMC) and or any concerned authority by following due process.

- L. The Allottee is offered an Apartment bearing flat / Shop / Office No. [●], on the [●] floor of [●] Wing admeasuring carpet area [●] **Square meters** being constructed in the said Project by the Promoter.
- M. The Promoter has entered into a standard agreement with an Architect Mr. Soyuz Talib, having registration number CA/94/17095 registered with the Council of Architects as prescribed by the Council of Architect.
- N. The Promoter has appointed a Structural Engineer Mr. Raajesh K Ladhad having registration number STR:840010182 & ISSE Reg no. M-1692, for the preparation of the structural design and drawings of the said building/s. The development of the said project shall be under the professional supervision of the Architects and the Structural Engineers until the completion of the said building/s. The Promoter is entitled to appoint any other licensed architects/ surveyors and/or structural Engineers in place of them if so desired by the Promoter till the completion of the Real Estate Project.
- O. By virtue of the aforesaid Re-Development Agreement read with 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 said Original Plot including the said Plot and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof.
- P. AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real

Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.

- Q. In pursuance to the Re-Development Agreement, the Promoter has submitted layout and building plans for the proposed redevelopment of the said plot for approval and Navi Mumbai Municipal Corporation (NMMC) has granted Development Permission cum commencement certificate vide its letter dated **29.03.2023** bearing reference no **NMMC/TPO/BP/16939/2023** upon the terms and conditions mentioned therein.
- R. The authenticated copy of Certificate of Title dated 06.04.2023 issued by the Advocate Mr. Khushiram D Jadhvani of Vidhik Legit Advocates, the attorney at law or advocate of the Promoter is annexed hereto and marked as **"ANNEXURE-C"**
- S. The authenticated copy of the said Development Permission cum commencement certificate letter dated **29.03.2023** is annexed hereto and marked as **"ANNEXURE-D"**.
- T. The authenticated copy of the plan showing the arrangement of the said building/s in the layout as sanctioned and approved by NMMC according to which the construction of the buildings and open spaces are proposed to be provided for the said project have been annexed hereto and marked as **"ANNEXURE-E"**.
- U. The authenticated copies of the plans of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority NMMC have been annexed hereto and marked as **"ANNEXURE-F"**.
- V. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- W. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said plot 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.
- X. In accordance with the plans sanctioned by the Navi Mumbai Municipal Corporation, the Promoter is entitled to the Real Estate Project on the said plot more particularly mentioned in the First Schedule. The Promoter is developing the said project by constructing thereon building/s ("the said building/s") to be known as **Wing A and Wing B** consisting inter alia of the basement/ground stilt/3 podiums/plus 4<sup>th</sup> to 25<sup>th</sup> upper floors and basement/ground stilt/1 podium/plus 2<sup>nd</sup> to 25<sup>th</sup> upper floors for Wing A



and Wing B respectively (Basement + Ground + 25 storey) comprising of commercial shops, residential flats for the Developers sale portion and also residential flats for rehab portion for existing 188 members of the Common Organisation, external amenities and parking (s) spaces to be situated on the said plot currently utilizing built-up Area of **63637.162** square meters out of total available potential built-up Area of **67313.572** square meters (hereinafter referred to as the said “**Project**”) more particularly described in the **Second Schedule** hereunder.

- Y. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- Z. The Allottee has applied to the Promoter for allotment of an Apartment bearing flat / Shop / Office No. [●], on the [●] floor of [●] Wing in the said Project admeasuring carpet area [●] **Square meters (hereinafter referred to as “the Apartment”)** being constructed in the said Project, and is more particularly described in the “**Third Schedule**” for consideration and terms mentioned in this Agreement.
- AA. The carpet area of the said Apartment is \_\_\_\_\_ square meters and “Carpet Area” shall mean 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 or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- BB. 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. The Allottee has seen the Plot prior to the execution of this Agreement.
- CC. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. [●]/- (Rupees [●] Only alongwith GST of Rs. [●]/- (Rupees [●]) being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee, the receipt whereof the Promoter does hereby admit and acknowledge. The Allottee has agreed to pay to the Promoter balance of the sale consideration in the manner hereinafter appearing.
- DD. The Promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority (“**Authority**”), which has duly issued Certificate of Registration for the Real Estate Project bearing No. [●], dated: [●] and is hereinafter referred to as the “**RERA Certificate**”; authenticated Copy of RERA Registration Certificate is Annexed hereto as **ANNEXURE-G**. The Allottee has inspected the registration of said Project on the website of RERA at <https://maharera.t.mahaonline.gov.in> along with the documents uploaded therein and is satisfied with the same.

- EE. The Promoter in compliance of section 13 of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for the sale of the said Apartment in favour of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908.
- FF. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.
- GG. 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 hereby agrees to purchase the Apartment and the covered parking.

**NOW THEREFORE, THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

**DESCRIPTION OF PROJECT, APARTMENT CONSIDERATION AND CARPET AREA**

1. The Promoter shall construct the said building/s to be known as **Wing A and Wing B** consisting inter alia of the basement/ground stilt/3 podiums/plus 4<sup>th</sup> to 25<sup>th</sup> upper floors and basement/ground stilt/1 podiums/plus 2<sup>nd</sup> to 25<sup>th</sup> upper floors for Wing A and Wing B respectively (Basement + Ground + 25 storey) on the said plot currently utilizing built-up Area of **63637.162** square meters out of total available Built-up Area of **67313.572** square meters (including built-up area of common external) more particularly described in the Second Schedule hereunder in accordance with the plans, design, specifications approved by the competent authority from time to time.

**Provided** that the Promoter shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change of law

- (a)
- (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment bearing flat / Shop / Office bearing No. [●], of the type [●] on the [●] floor of [●] Wing in the said Project admeasuring carpet area [●] square meters (**hereinafter referred to as "the Apartment"**) and is more particularly described in the "Third Schedule" as shown in floor plan thereof hereto annexed and marked as **Annexure-F** for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) including Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being the proportionate price of the common areas



and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **“Fourth Schedule”** annexed herewith.

- (ii) ~~The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos \_\_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_\_ podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-.~~
- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee [●] covered parking spaces bearing Nos. [●] (the said **“Car Parking Space”**) situated at Basement/Ground stilt/podium floor [●] being constructed in the layout for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
- (b) The total aggregate consideration amount for the apartment including car parking space and the external and internal amenities is thus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) comprising of the following:-

| Sr. No. | Particulars of consideration                                   | Rupees |
|---------|--|--------|
| (i)     | Towards the Carpet Area of the Flat/Unit.                      |        |
| (ii)    | Towards Parking Space(s)                                       |        |
| (iii)   | Towards proportionate price of the common areas and facilities |        |
|         | <b>Total Consideration</b>                                     |        |

- (c) The Allottee has paid on or before execution of this agreement a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs .....( Rupees ..... ) as per the schedule (“Payment Plan”) in the following manner:-

| Sr No | Stage of Building Completion  | Percentage      | Amount Rs. |
|-------|---|-----------------|------------|
|       | Advance Payment or application fee before registration of this Agreement for Sale | 10%             |            |
| i.    | On Registration of Agreement for Sale   | 20% (total 30%) |            |
| ii.   | On Completion of Plinth   | 10% (total 40%) |            |
| iii.  | On completion of 1 <sup>st</sup> Slab   | 2% (total 42%)  |            |
| iv.   | On completion of 2 <sup>nd</sup> Slab   | 2% (total 44%)  |            |
| v.    | On completion of 3 <sup>rd</sup> Slab   | 2% (total 46%)  |            |
| vi.   | On completion of 4 <sup>th</sup> Slab   | 2% (total 48%)  |            |
| vii.  | On completion of 5 <sup>th</sup> to 26 <sup>th</sup> Slab equally divided         | 22% (total 70%) |            |

|       |  |                    |  |
|-------|--|--------------------|--|
| viii. | On completion of the walls, internal plaster of the said Flat/Shop   | 2.5% (total 72.5%) |  |
| ix.   | On completion of the flooring, doors and windows of the said Flat  | 2.5% (total 75%)   |  |
| x.    | On completion of Sanitary fittings, staircase, lift wells, lobbies up to the floor level of the said Flat  | 5% (total 80%)     |  |
| xi.   | On completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the said Flat/Shop  | 5% (total 85%)     |  |
| xii.  | On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas appertain | 10% (total 95%)    |  |
| xiii. | On handing over of the possession of the flat to the Purchaser on or after receipt of occupancy certificate or completion certificate.                                       | 5% (total 100%)    |  |
|       | <b>TOTAL</b>   |                    |  |

The Allottee shall deduct Tax at Source (“**TDS**”) from each instalment of the consideration amount as required under provisions of the Income Tax Act, 1961 and shall pay the same to the Government treasury within the prescribed time under the Income Tax Act, 1961 and shall furnish the requisite TDS certificate to the Promoter in the Prescribed form in the accordance with the Income Tax Act, 1961 within the prescribed time.

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

All the payments to be made by the Allottee under this agreement for sale shall be made by cheque/Demand Draft/Pay order drawn in favour of “\_\_\_\_\_”

- (d) The total aggregate consideration amount mentioned above excludes Taxes. Taxes include of tax paid or payable by the Promoter by way of Value Added Tax, Goods and Service Tax (GST), Cess, Land under construction Tax, Property Tax, and Duties or any other similar taxes which may be levied or become leviable, 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 Apartment. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Allottee shall make over such payment to the Promoter within 7 days upon receiving a notice of demand (demand letter) from the Promoter.
- (e) The total aggregate consideration is escalation free, save and except escalations/increases, due to increase on account of development charges

payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- (f) The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter. The early payments received from the Allottee under this clause shall be adjusted against the future milestone payment due and payable by the Allottee.
- (g) The Promoter shall confirm the final carpet area of the apartment after the construction of the building(s) is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand an additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 1(a) of this Agreement.
- (h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. Any payments made by the Allottee to the Promoter shall be first appropriated towards GST [including interest or penalty or such other charges leviable by Competent Authority on delay, due to delay in payment by Allottee], then outstanding interest and balance if any, towards the principal sums of the instalments of the said consideration. The Allottee agrees that each of the instalments mentioned in the sub clauses under 1(c) shall or may be further subdivided into multiple instalments linked to number of basements/podiums/floors and the Allottee agrees to pay such instalments immediately upon it becoming due, without any delay or demur for any reason whatsoever failing which the outstanding amount shall carry interest at such rates as prescribed in the law till the time of payment or realization.

## 2. DEVELOPMENT OF THE REAL ESTATE PROJECT:

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the **Common Organisation** after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the instalment and all other dues payable by him/her and meeting all other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per the schedule provided in clause 1(c) herein above ("**Payment Plan**").
3. The Promoter hereby declares that Promoter has planned to utilize **Floor Space Index of three (3) and ancillary FSI and other provisions & benefits collectively being the full potential of 67313.572 square meters** (including FSI & NON FSI area) permissible FSI available by way of TDR or FSI or Ancillary FSI on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Unified Development Control and Promotion Regulations (UDCPR) which was notified by the Maharashtra Government on Friday, 5th December 2020 as amended ("Unified DCPR") or such other regulations as may be applicable from time to time. Currently the Promoter has got sanction of gross built up area of 63637.162 square meters out of aforesaid **67313.572 square meters** as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The authenticated copy of letter of intent dated: 15.12.2022 issued by Navi Mumbai Municipal Corporation and calculation sheet forming part of sanctioned building plan is attached as **ANNEXURE-H**.

Thus, as per sanctioned layout and building plan, Navi Mumbai Municipal Corporation has sanctioned FSI of **63637.162** square meters out of **67313.572** square meters being full development potential available on the said Plot under Unified DCPR after reducing FSI available in area of plot to the extent of 50 square meters falling under CRZ-II category. Thus, Promoter declares that Promoter will amend the layout and building plan to utilize FSI available on the said 50 square meters area of plot coming under CRZ-II category and get it approved to avail full development potential on the said plot from Navi Mumbai Municipal Corporation by following due process as envisaged under Development Permission cum Commencement certificate dated 29.03.2023.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. 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.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 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 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, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, 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 fails to rectify breach or all the breaches as 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 agreed at **2% of the cost of said apartment** or any other amount which may be payable to Promoter) (hereinafter referred to as **"refund"**) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.
- 4.3 Provided further that upon termination of this Agreement, the Promoter shall be at liberty to dispose of and sell the Apartment to such third party and at such price as the Promoter may in his absolute discretion think fit. That the Allottee shall not raise any objection to termination made by the Promoter as per the terms of this agreement and Allottee shall register the "Deed of Cancellation" with the sub registrar of assurance without any delay. On execution and registration of Deed of Cancellation, Allottee shall be entitled to receive refund. The Allottee hereby agrees that till such time the Deed of Cancellation is not registered the Promoter shall have a charge/lien on the said Apartment to the extent of the said unpaid due amount. Further, Allottee shall not be entitled to claim a refund from the Promoter for the amounts paid by the Allottee to the Government



namely GST, stamp duty, registration and legal charges paid by Promoter to the Government. Since the Allottee has defaulted, the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. However, in case Allottee challenges such termination before any authority then Promoter shall be entitled to hold the refund till the conclusion of such dispute.

- 4.4 For whatsoever reason if the Allottee herein, without any default or breach on his/her/their part, desire to terminate this agreement/transaction in respect of the said Apartment then, the Allottee herein shall issue a prior written notice to the Promoter as to the intention of the Allottee and on such receipt of the notice the Promoter herein shall be entitled to deal with the said Apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement, the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register a Deed of Cancellation. Only upon the execution and registration of the Deed of Cancellation, the Allottee shall be entitled to receive the refund of consideration, subject to the terms of this Agreement.
- 4.5 It is specifically agreed between the Parties hereto that, if the transaction in respect of the said Apartment between the Promoter and Allottee herein is terminated as herein above written then all the instruments under whatsoever head executed between the Parties hereto or between the Promoter and Allottee herein, in respect of the said Apartment, shall stand automatically cancelled and either Party shall have no right, title, interest or claim against each other.
- 5 The Allottee shall also be entitled to proportionate rights in the common areas and facilities appurtenant to the Building, the nature, extent and description of the common areas and facilities together with the fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range to be provided by the Promoter in the building(s) of the said project and the Apartment are more particularly described in the "Fourth Schedule" hereunder written.
- 6 Subject to receipt of Consideration and dues of the Promoter and taxes thereon are fully paid by the Allottee in respect of the said Apartment, the Promoter shall give possession of the Apartment to the Allottee on or before **31<sup>st</sup> day of March 2029**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.



**Provided** that the Promoter shall be entitled to a reasonable extension of time for giving possession of the Apartment on the aforesaid date if the completion of building(s) in which apartment is to be situated is delayed on account of:

- (i) war, civil commotion, or act of God;
- (ii) any notice, order, rule, notification or judgment or decree of the Government and/or other public or competent authority/court.

## 7 POSSESSION OF THE APARTMENT

- 7.1 **Procedure for taking Possession:** The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority and the payment made by the Allottee as per the Agreement shall offer in writing to the Allottee intimating that the said Apartment is ready for use and occupation and that the possession of the Apartment to be taken within 3 months (three months) from the date of issue of such notice/writing of intimation and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Allottee shall take possession of the Apartment within 15 days of the said written notice given by the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association of allottees or the Common Organisation, as the case may be, after expiry of 15 days of the said written notice given by the Promoter.
- 7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall inspect the said Apartment in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement and shall complete the payment of all dues as per terms and conditions of this Agreement and the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails or commits delay in taking possession of said Apartment within the time provided in clause 7.1 above, the Allottee shall continue to be liable to pay the maintenance charges as applicable and mentioned in clause 7.2 above.
- 7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect

in the manner as provided under the Act.

Provided, however, that the Allottee shall not carry out any alterations of the whatsoever nature in the said Apartment or common area in the said project which shall include but not limited to columns, beams etc. or in the fittings therein, in particular. It is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter and competent authority, the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and by negligent use of the Apartment by the occupants, vagaries of nature etc.

Provided further that it shall be the responsibility of the Allottee to maintain the said Apartment in a proper manner and take all due care needed including but not limited to the joints in the tiles of the said Apartment are regularly filled with white cement/epoxy to prevent water seepage.

Provided further that Promoter shall appoint an expert who shall be nominated by Project Architect who shall survey and assess the structural defect intimated by Allottee. The expert so appointed shall then submit a report to state the defects in materials used, in the structure built of the Apartment/building and in the workmanship executed keeping in mind the terms and conditions of this Agreement.

- 8 The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop for carrying business. The Allottee shall use the parking space only for purpose of keeping or parking vehicle.

## 9 **COMMON ORGANISATION**

Promoter has represented to the Allottee that the said real estate project is in nature of re-development of the said plot by demolition of old structure and construction of new structure as per the re-development agreement as stated in recital clause E of this Agreement executed by the owners of Existing Tenements together with pre-existing Society namely SAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED, a society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. NBOM/ CIDCO/ HSG(OH)/ 567/ JTR/ YR-1997-98 dated 03.12.1997 (hereinafter referred to as "Common Organisation"). The said Common Organisation possess of the lease of the said plot as on the date of this agreement.

**MEMBERSHIP OF THE COMMON ORGANISATION** - The Allottee along with other allottee(s) of Apartments in the building shall join the said Common Organisation agree to become member/s of the said Common Organisation 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 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. ~~So as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.~~

It is agreed that upon full payment having been made by the Allottee(s) to the Promoter and the Occupation Certificate of the said project having been received and the Allottee(s) having been offered possession of the said Apartment, the Promoter shall sign, execute and deliver all necessary applications, papers and writings to be made to the Society for accepting and recognizing the Allottee(s) as the member of the society. The Allottee(s) agree that till the full payment is made by the Allottee(s) to the Promoter and the Occupancy Certificate in respect of the said project, including the said Apartment is obtained, the Allottees shall not be entitled to demand and /or require the Promoter to sign, execute and deliver to the Allottees the application and other writings for membership in the Common Organisation. The Allottee(s) agree to become members of the Common Organisation and sign and execute the application form to become members of the Common Organisation.

9.1 The Promoter shall, within three months upon the receipt of the Occupancy Certificate of the said project, cause to be transferred to the said Common Organisation all the right, title and the interest of the Promoter in the said structure of the building or wing in which the said Apartment is situated. This is a redevelopment project hence society is already formed and registered with the registrar.

~~The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.~~

9.2 The Promoter shall, within three months upon the receipt of the Occupancy Certificate of the said project, cause to be transferred to the said Common Organisation all the right, title and the interest of the Promoter in the project land on which the building with multiple wings or buildings are constructed. This is a redevelopment project hence society is already formed and registered with the registrar.

~~The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the~~

~~owners in the project land on which the building with multiple wings or buildings are constructed.~~

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy (as mentioned in clause 7.1 & 7.2), the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the said structure of the building/s or wings, in which the said Apartment is situated, is transferred to the said Common Organisation, the Allottee shall pay to the Promoter or the said Common Organisation such proportionate share of outgoings as may be determined by the Promoter or the said Common Organisation. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution as mentioned in clause 10 (iii), towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the conveyance/assignment of the structure of the building or wing is executed in favour of the Common Organisation. On the execution of such conveyance/assignment of the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Common Organisation.

10 The Allottee shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts :-

- (i) Rs. \_\_\_\_\_ for share money, application entrance fee of the Common Organisation ;
- ~~(ii) Rs. .... for formation and registration of the Society or Limited Company/Federation/ Apex body.~~
- (iii) Rs. \_\_\_\_\_ for proportionate share of taxes and other charges/levies in respect of the Common Organisation;
- (iv) Rs. ....for deposit towards provisional monthly contribution towards outgoings of the Common Organisation:-
- (v) Rs. \_\_\_\_\_ For Deposit towards Water, Electric, and other utility and services connection charges;
- (vi) Rs. \_\_\_\_\_ for deposits of electrical receiving and Sub Station provided in Layout;
- (vii) Transfer charges (if any) as demanded by CIDCO;

11 The Allottee shall pay to the Promoter a sum of Rs. \_\_\_\_\_ computed pro-rata for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with completion of all legal formalities and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease related to the said project and Common Organisation.

- 12 At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said **Common Organisation** on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said **Common Organisation** on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the said **Common Organisation**.

13 **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- i. The Promoter has the clear and marketable title with respect to the said Plot as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Plot and also has actual, physical and legal possession of the said Plot for the implementation of the said Project.
- ii. 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 said Project.
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- iv. There are no litigations pending before any Court of law with respect to the said Plot or said Project except those disclosed in the title report.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said Project 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 said Project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Plot, including the said Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;



- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to **Common Organisation** of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the said Project to the **Common Organisation** of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the Sanctioning Authority /competent authorities **till the issuance of Occupancy Certificate and not thereafter.**
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or notification (including any notice for acquisition or requisition of the said Plot) has been received or served upon the Promoter in respect of the said Plot and/or the said Project except those disclosed in the title report.
- xii. **All drawings, sale plans, and other designs are as given to the Promoter by the appointed Architect, Structural Consultants, and other consultants. The Promoter has disclosed the same to the Allottee and the Allottee is aware that professional liability has been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the Allottee and based on these said details of the drawings any of the calculations and areas are shown, the Allottee has agreed to take the said Apartment.**

#### 14 **ALLOTTEE'S COVENANTS**

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

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date, the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities if required.
- ii. Not to store in the Apartment 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 Apartment is situated or storing of which goods are objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely



to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Apartment without the prior written permission of the Promoter and/or the **Common Organisation**.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Plot and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Plot and the building in which the said Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of the **CIDCO Transfer charges**, security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
  - x. The Allottee shall observe and perform all the rules and regulations which the **Common Organisation** 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 Apartments 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 the Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the **Common Organisation** regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
  - xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of **Common Organisation**, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
  - xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of **Common Organisation**, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
  - xiii. That the Allottee shall indemnify and keep indemnifying the Promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non - performance of such obligations given specifically herein to the Allottee.
- 15 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee **as stated in clause no 7.2 and 10** 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.
- 16 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him 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 **Common Organisation** and until the project land is transferred to the **Common Organisation** as hereinbefore mentioned.

**17 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

**18 BINDING EFFECT**

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

**19 ENTIRE AGREEMENT**

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

**20 RIGHT TO AMEND**

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

**21 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

**22 SEVERABILITY**

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

**23 METHOD OF CALCULATION ON PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

**24 FURTHER ASSURANCE**

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

**25 PLACE OF EXECUTION**

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

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

**27 NOTICES**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses

specified below:

| To Promoter       | To Allottee       |
|-------------------|-------------------|
| Name:<br>Address: | Name:<br>Address: |
| Email:            | Email:            |

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

28 **JOINT ALLOTTEES**

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

29 **STAMP DUTY AND REGISTRATION**

The charges towards Stamp Duty and Registration of this Agreement shall be borne by the allottee.

30 **DISPUTE RESOLUTION**

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

31 **GOVERNING LAW**

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

32 **RECITALS**

The aforesaid recitals shall form an integral part of this Agreement. The captions given in this Agreement are for the sake of convenience and reference purpose only. The interpretation thereof for this Agreement shall be read and construed in its entirety and in consonance with the law.

**FIRST SCHEDULE HEREINABOVE REFERRED TO:**

[Description of the said Plot]

All that piece and parcel of land admeasuring **8166.38 square meters** or thereabouts in Koparkhairane Township of Navi Mumbai Registration sub-district Thane of Condominium No 8 at sector 10 and bounded as follows:

On or towards North by : Proposed 15 meters wide road  
 On or towards South by : 6.25 meters wide road  
 On or towards East by : Proposed 15 meters wide road  
 On or towards West by : 34 meters wide road

**SECOND SCHEDULE HEREINABOVE REFERRED TO:**

[Description of the said Project]

[Proposed Buildings]

“A” wing consisting of Basement + Ground/Stilt + Podium (3nos) + 4<sup>th</sup> to 25<sup>th</sup> floor (21 floors) and “B” wing consisting of Basement + Ground/Stilt + Podium (1nos) + 2<sup>nd</sup> to 25<sup>th</sup> floor (23 floors) having parking spaces in basement /ground and podium floors and having commercial shops and social amenity unit on ground floor and first floor and having residential apartments/flats on upper floors.

**THIRD SCHEDULE HEREINABOVE REFERRED TO**

[Description of the said Apartment]

Apartment bearing Flat/ Shop/ Office No. [•], on the [•] floor of [•] wing admeasuring carpet area [•] **Square meters** in the Project known as **The Trellis** being constructed on the said plot of land more particularly described in the First Schedule hereinabove.

**FOURTH SCHEDULE HEREINABOVE REFERRED TO**

[Description of common external amenities & facilities and internal amenities appurtenant to the said Apartment]

**(1) General**

- a. The total construction shall be as per relevant Indian Standard Code of Practice and as per latest BIS / NBC Codes
- b. Material's Specifications will be of ISI or Quality Standards.

**(2) Planning**

- a. Society office
- b. Community Hall of approximate area 1200 SFT.
- c. Adequate refuge areas as per NMMC norms.
- d. Adequate ventilation and natural lighting in all flats.



**(3) Common**

- a. Designer entrance lobby.
- b. High speed lift.
- c. Uniform Decorative name plate provided to all flats.
- d. Paver blocks or Chequered Tiles or Tremix concrete for open ground.
- e. Driver room, sanitary block
- f. Swimming Pool.

**(4) Security System**

- a. CCTV area surveillance systems for complete surrounding area, entrance lobby, & all common areas connected to the Security Desk or society office.
- b. All entry and exit shall have a watchman/security cabin.
- c. Intercom & Video Door Phone.

**(5) Common Services**

- a. Adequate capacity underground & overhead RCC water storage tank provided with submersible pumps, starters, electrical cable etc. completer of approved make.
- b. Firefighting system along with fire alarm, automatic sprinkler / hooter system etc. complete as per CFO's requirement.
- c. Firefighting requirements for RCC underground & overhead water storage tank as per CFO's requirement.
- d. Electric sub-station of adequate capacity as per statutory requirements.
- e. Adequate generator power backup for all essential common services.
- f. Rainwater harvesting with recharges pits as per statutory requirements.
- g. Vermin-culture pits as per statutory requirements.
- h. Anti-termite treatment to complete project.
- i. Waterproofing to all wet surfaces including toilets, baths, WCs, kitchen nahani's, terraces, Lift Machine Room roof top, etc. from approved agencies with ten year's guarantee to be given by the water proofing company.
- j. Bricks bat coba waterproofing shall be done for all the floors of toilets, baths, WCs and terrace.
- k. Electric Meter cabin of adequate size at ground floor.
- l. Adequate infrastructure like storm water drains, lighting etc. and as approved by statutory bodies.
- m. Solar PV Panels for electricity generation with net metering.
- n. Sewage Treatment Plant as per Statutory Requirement.
- o. Adequate lighting to whole complex including stilts, podiums, pavements & other common areas.
- p. The railing for staircase shall be of MS Pipe (square or round).

**(6) Electrification**

- a. Adequate provision for electric points for lights, LED light Fixtures, fans, exhaust fans, bell points, plug points, power points, AC points etc.

- b. Adequate electrical points in kitchen for lighting, fan, exhaust fan, refrigerator, microwave, and water filter.
- c. Adequate electrical points in toilets / bath / WC for lighting, exhaust fans, water heating purposes.
- d. All switches, switchboards, fittings & fixtures shall be modular.
- e. All light & fan fittings & fixtures in all rooms.
- f. AC / TV Points in living room / bedroom.
- g. Arrangement for mounting of split AC in living room and bedroom (Actual Airconditioning unit shall not be provided)
- h. MCB / ELCB shall be provided in each flat with independent circuits & circuit breakers.
- i. Electrical supply with proper earthing.
- j. The total electrification shall be concealed, and the fittings & fixtures provided shall be of good quality.
- k. Adequate provisions for all electrical works in compound, gate, common service areas, stilts, staircase, common passages, terrace, lift machine room, etc. wherever required.

#### (7) Plumbing

- a. Excellent quality of concealed plumbing, pipes & fittings.
- b. Total concealed plumbing of ISI mark 1st quality SDR Grade CPVC.
- c. ISI mark 1st quality schedule 80 CPVC pipes & fittings for external looping and down-takes.
- d. External drainage of PVC Astral or equivalent.
- e. The underground drainages pipes shall be of the best quality SWG pipes and fitting.
- f. Necessary electric point for washing machine.

#### (8) Kitchen

- a. MGL gas connection in kitchen for cooking & heating, only if available in locality.
- b. Kitchen platform shall be either 'L' shaped, 'U' shaped or on opposite walls.
- c. Main kitchen platform with granite platform on top including granite faica patti.
- d. Stainless steel sink.
- e. Exhaust fans in kitchen.

#### (9) Bath, WC & Toilets;

- a. All sanitary fittings & fixtures provided shall be of 1st quality.
- b. Toilets with concealed dual flush system with soft closer seat cover.
- c. Branded electric instant storage type water heaters in all bath / toilets.
- d. Exhaust fans in toilet.
- e. Hot & Cold-water diverter including spout & shower etc. complete in toilets.
- f. UPVC pipes and ring pipe fittings for external looping and down-takes.
- g. Proper arrangement for spout washing machine like power, water supply & drainage.

**(10) Paints;**

- a. Velvet touch / luster paint for all internal surfaces.
- b. Acrylic emulsion weather coat paint to all external surfaces.
- c. Internal walls should be finished with gypsum and finally wall putty.

**(11) Tiling & Flooring's;**

- a. 800 X 800 mm joint-free, homogeneous full body vitrified flooring in living room with skirting flush to wall.
- b. 600 X 600 mm joint-free, homogeneous full body vitrified flooring in all bedrooms, kitchen, passages with skirting flush to wall.
- c. 600 X 600 mm anti-skid tiles in flooring & 600 X 600 mm full height ceramic tile dado in bath / toilets / WC.

**(12) Door;**

- a. Main and bedroom door Frames: LVL Laminated Veneer Lumber Door frames, Base Core Material will be made out of LVL Boards of 35mm thickness higher strength & durability with all sides laminate matching to shutter and edge bending with intumescent strips (10 x 4mm x 1 nos) on 3 sides of the frame, Top Ply will be made out of 15 mm High Density Marine Grade Ply with laminate matching to Shutter and all sides edge banding.
- b. Main and bedroom door Shutters: 35mm thick Eco Friendly Solid Core Flush Door Manufactured from HDKD i.e. High Density Kiln Dried Pinewood used for Stile & Rail duly finger Jointed and which is 100% borer free wood & Infill Material of Pine Processed Boards, with 1 layer of 2.5 mm Poplar/ Eucalyptus wood cross band on either sides and one 1 layer of 0.30mm of gurjan face wood each side of shutter, impregnated with Melamine Urea Formaldehyde resin, including duly hot pressed under temperature with both side laminate complete with 0.8mm thick edge.
- a. Kitchen will not have any doors frames and shutters.
- b. All hardware fittings shall be of brass CP/brass powder coated of premium quality.

**(13) Windows;**

- c. Anodized/ Powder coated aluminum sliding shutter of 1¼" series with all hardware fittings & fixtures including locks etc. complete to all sliding windows.
- d. Granite sills to all windows.

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

|   |                  |                   |                                   |
|---|------------------|-------------------|-----------------------------------|
| <b>SIGNED AND DELIVERED</b> by within named <b>"PROMOTER"</b> | <b>Signature</b> | <b>Photograph</b> | <b>Left Hand Thumb Impression</b> |
|   |                  |                   |                                   |
| <b>SIGNED AND DELIVERED</b> by within named <b>"ALLOTTEE"</b> | <b>Signature</b> | <b>Photograph</b> | <b>Left Hand Thumb Impression</b> |
|   |                  |                   |                                   |
| <b>IN PRESENCE OF</b>   |                  |                   |                                   |
|   |                  |                   |                                   |
|   |                  |                   |                                   |

PAYMENT RECEIPT

Received from (*Name of Allottee*) on this [•] date a sum of **Rs. [•] /- (Rupees [•] Only)** vide Cheque No. "[•]" drawn on [•] Bank, dated [•] as and by way of part payment in respect of the allotment of Flat/Shop being **Flat/Shop [•]**, on [•] **Floor**, in [•] wing, having [•] Square meters Carpet Area, of project known as “**The Trellis**” being constructed on the plot of land being described in the First Schedule hereinabove within the limits of Navi Mumbai Municipal Corporation and City and Industrial Development Corporation and within the limits of Sub-Registrar of Thane and Registration District Thane.

WE SAY RECEIVED

MAITHILI BUILDERS PRIVATE LIMITED

Authorized Signatory [•]

WITNESSES:

- 1.
- 2.

Place: NAVI MUMBAI  
Date: