

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at Mumbai on this \_\_\_\_ day of \_\_\_\_\_ in the Christian Year Two Thousand and Twenty Three (2023)

**BETWEEN**

**M/S. ARIHANT BUILDERS & DEVELOPERS**, a registered partnership firm, having its registered office at Shop No.6, Aditya Heritage, V. N. Purva Marg, Sion-Chunabhatti, Mumbai: 400022, carrying on business through its Partners, (1) Mr.Rupraj Thanamal Jain, **PAN No.**\_\_\_\_ 2) Mr.Manohar Pandurang Waje, **PAN No.**\_\_\_\_, hereinafter called and referred to as **“THE DEVELOPER”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partner or partners for the time being and from time to time, the survivor or survivors of them and their respective legal representatives, executors and administrators) of the **ONE PART**;

**AND**

**Mr/Mrs**\_\_\_\_\_

**PAN-** \_\_\_\_\_

**Mr/Mrs**\_\_\_\_\_

**PAN-** \_\_\_\_\_

having their address at \_\_\_\_\_

hereinafter collectively referred to as **“the Allottee/s”**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors) of the **OTHER PART**:

The Developer, and the Allottee/s are hereinafter collectively be referred to as **“the Parties”** and individually as **“the Party”**, as the context may require.

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

**DEVOLUTION OF TITLE TO THE DEVELOPER IN RESPECT OF THE SAID PROPERTY:**

**WHEREAS :**

- A. Maharashtra Housing and Area Development Authority ("MHADA") was constituted with effect from 5<sup>th</sup> December, 1977 under Government Notification in the public works and housing Department No.ARD-1077(I) Desk-44, Dated 5<sup>th</sup> December, 1977 under the provisions of the Maharashtra Housing Board Act, 1948(BOM.LXLX of 1948) stood dissolved by operation of section 15 of the said Act ("MHADA Act") and in view of the provisions of the MHADA Act, MHADA was seized and possessed of several plots of land in the layout known as Subhash Nagar, Chembur, Taluka Kurla, Mumbai Suburban District. According to the said layout internal plots were created and buildings were constructed by the Maharashtra Housing & Area Development Authority under the policy and the premises therein were allotted to the persons in accordance with the policy of Maharashtra Housing & Area Development Authority. Plot of land bearing Survey No.67 to 71, CTS No.830 admeasuring about 807.04 Sq. Mtrs. a building thereon was constructed known as Building No.40 at Subhash Nagar, Chembur, Mumbai-400071 consisting 30 tenements which were allotted to the different occupiers.
- B. Prior to execution of Lease Deed of Land and Sale Deed of building Mumbai MHADA was seized and possessed of and /or well and sufficiently entitled to the said property viz., all that piece or parcel of land bearing Survey No.67 to 71, CTS No. 830 situate and lying at Subhash Nagar, Chembur, Mumbai – 400071 within limits of Greater Mumbai in the district and registration sub – district of Mumbai Suburban having built-up area admeasuring about 807.04 sq. mtrs. assessed to Municipals Taxes under Ward No. M more particularly described in the First Schedule hereunder written and shown on the plan thereof (hereinafter referred to as **"the said property"**).
- The said property forms part of the layout of plots at Subhash Nagar, Chembur, Mumbai – 400071.
- C. The Maharashtra Housing Board had a scheme of construction and allotment and sale of tenements known as Subsidized Industrial Group Housing Scheme popularly known as "LIG".
- D. The Maharashtra Housing Board has constructed a building bearing Building No. 40 at Subhash Nagar, hereinafter referred to as "the said Building" consisting of ground and two upper floors of thirty (30) tenements (rooms) on the said property and

allotted tenements (rooms) therein to the individual allottee thereof under the Subsidized Industrial Group Housing Scheme popularly known as “LIG”

- E. The Members of the tenements (rooms) in the said building formed themselves into and incorporated a Co-operative Housing Society called Subhash Nagar Jai Hind Co-operative Housing Society Ltd. and the same was registered under No. BOM/HSG/7738/1981 Dated 31<sup>st</sup> October, 1981. A copy of Registration Certificate is annexed hereto as **Annexure-“A”**.
- F. By a Deed of Sale dated 21<sup>st</sup> January, 2000 made between MHADA of the One Part and the Society of the Other Part and registered with the Sub-Registrar of Assurances at Mumbai, MHADA sold and conveyed the said Building No.40 having built-up area of 807.04 square meters standing on the said property which is more particularly described in the First Schedule hereunder written to the Owner at or for the consideration or purchase price of Rs.1,36,338/- (Rupees One Lakh Thirty Six Thousand Three Hundred Thirty Eight Only) and on the terms and conditions contained in ‘Sale Deed’ Dated 21<sup>st</sup> January, 2000 in respect of plot of land bearing Subhash Nagar, Chembur, Mumbai – 400071, Village Chembur, Taluka Kurla, Mumbai Suburban District admeasuring about 807.04 sq. mtrs., which is more particularly described in the First Schedule hereunder written and the society herein has already paid the aforesaid consideration to the MHADA and is owner of the said building.
- G. Simultaneously with the execution of the ‘Deed of Sale’ dated 21<sup>st</sup> January, 2000 and by an “Indenture of Lease” dated 21<sup>st</sup> January, 2000 also made between MHADA of the One Part and the Society of the other Part and registered with the Sub-Registrar of Assurances at Mumbai, MHADA demised and gave on lease the land underneath and appurtenant to the said Building admeasuring 807.04 square meters comprised in the said property for the term of 99 years commencing from 1<sup>st</sup> April, 1980 at or for the premium of Rs.14,610/- (Rupees Fourteen Thousand Six Hundred Ten Only) and on the terms, conditions contained therein and the said premium has been paid by the society and become the lessee of the said plot.
- H. The name of the Society i.e. “Subhash Nagar Jai Hind Co-operative Housing Society Ltd.” and the Plot area of Society is 807.04 square meters and that the same is not updated in the Property Card. A copy of the property card is annexed hereto as **Annexure-“B”. P.R. Card not uploaded**
- I. Society consists of 30 (Thirty) members (hereinafter referred to as the said “**Members**”) and has a paid up share capital of INR 250 (Indian Rupees Two Hundred fifty only) comprising of 5 fully paid up shares of the face value of INR 50 (Indian Rupees Fifty only) each. The Members are the holders of the flats in the said Existing Building on ownership basis.

J. The said Building belonging to the Society standing on the said property was constructed in the year **1954** and due to its old age the same are now in dilapidated condition. It is not possible to repair the said building due to costs factor and as well as looking at the present condition it is appropriate and feasible to reconstruct the said buildings as per the presently available Development Control and Promotions Regulation (DCPR 2034) applicable in that behalf and the Society's Members agreed to get the existing buildings standing on the said property demolished and construct new Building in its place instead by appointing an expert builder.

K. The Members of the Society have therefore passed a necessary resolution at the Special General Body Meeting of the Society held on 19<sup>th</sup> August 2018, to invite offers from various developers known to the various members of the Society for the redevelopment of the said Property.

L. The Society, therefore, invited proposals for redevelopment of the said Property from interested persons and in reply to the same, various entities (including the Developer herein) expressed their interest to undertake the redevelopment of the said Property and submitted their respective offers to the Society.

M. The Society has appointed the Developer herein M/s. Arihant Builders & Developers having address at Shop No.6, Aditya Heritage, V. N. Purva Marg, Sion-Chunabhatti, Mumbai: 400022, for Offer Evaluations and represent the Society in the course of the redevelopment of the said Property (hereinafter referred to as "**the PMC**").

N. In the Special General Body Meeting held on 19<sup>th</sup> August, 2019 the offer from Developer herein along with 2 other shortlisted offers were discussed. The final offer of the Developer herein was discussed and finalized amongst the members of the Society in a Special General Body Meeting held on \_\_\_\_\_.

O. All \_\_\_\_\_ members in consultation with PMC appointed the Developer herein for carrying out the redevelopment of the said Property passed a resolution on \_\_\_\_\_ in the presence of \_\_\_\_\_, Cooperative Officer Class 1. \_\_\_\_\_ has issued a letter on \_\_\_\_\_ of confirmation under sec 79(2) in favour of Developer herein.

P. The Society has by its Letter of Intent dated \_\_\_\_\_ (hereinafter referred to as the said "**Letter**") confirmed the appointment of the said Developer herein for the proposed redevelopment of the Society.

Q. The said Property is capable of developed by demolishing the existing building and by construction of a new buildings thereon by exploiting utilizing and consuming the full potential of FSI, Premium FSI, Additional FSI, Incentive FSI and, Fungible

compensatory FSI, V.P. Quota, FSI, Concessional FSIs per the prevailing Unified Development Control & Promotion Regulations (**UDCPR**).

R. In the aforesaid background, the Parties agreed to execute Development Agreement for recording the terms and conditions mutually agreed by the parties hereto.

S. By and under Development Agreement dated \_\_\_\_\_ (herein after referred to as the “**said Development Agreement**”) executed by and between the Society therein referred to as the Society of the One Part and the Members of the Society therein referred to as the Members and Promoter herein, therein referred to as Developers of the Other Part, the Society therein granted development rights to develop the said Property all that piece and parcel of land admeasuring 807.04 Sq. mtrs. PLUS tit-bit and/or lay-out FSI of land (hereinafter referred to as the “**said Land**”) being at Survey No.67 to 71 corresponding to CTS No.830 of Village Chembur situated at Subhash Nagar, Chembur, Mumbai – 400 071 consisting of total 30 tenements each having about 19.33 sq. mtrs. (carpet area) in favour of Promoter upon the terms and conditions as more particularly mentioned therein. The said Development Agreement is duly registered with the office of Sub-Registrar of Assurances, \_\_\_\_\_ under Sr. No. \_\_\_\_\_ dated \_\_\_\_\_.

T. In furtherance to execution of execution of the said Development Agreement, the Society therein executed Power of Attorney dated \_\_\_\_\_ (herein after referred to as the “**said Power of Attorney**”) in favour of the Developers to do various acts, deeds, matters and things for and in respect of the said Property for redevelopment purpose. The said Power of Attorney is duly registered with the office of Sub-Registrar of Assurances, Mumbai under Sr. No. \_\_\_\_\_ dated \_\_\_\_\_.

U. The said Development Agreement, said Power of Attorney and the Resolution passed by the Society and other incidental and ancillary documents executed in pursuance thereof are valid, subsisting and operative and binding on the parties.

V. Mr. Rutvij Bhatt. Advocate High Court has issued title certificate dated \_\_\_\_\_ of the said Property. A copy of the Title Certificate is annexed hereto as **Annexure-“C”**.

W. In the Premises above, the Developer is entitled to develop the said Property by demolishing the said Existing Building i.e. Subhash Nagar Jai Hind Co Op Housing Society, re-housing said Existing Members as permanent alternate accommodation premises at free of cost on ownership basis on the term and conditions of said Development Agreements and balance FSI potential available for free sale for either

residential flats or as commercial units to various prospective purchasers on the terms and conditions the Promoter deem fit and proper.

X. MAHADA has issued NOC dated \_\_\_\_\_ and Offer letter dated \_\_\_\_\_ for the redevelopment. A copy of the NOC dated \_\_\_\_\_ annexed hereto as **Annexure-“D”** and Offer Letter dated \_\_\_\_\_ is annexed hereto as **“Annexure-“E”**.

Y. **THE PRINCIPAL AND MATERIAL ASPECTS OF THE DEVELOPMENT OF THE SAID PROJECT I.E. THE SAID PROPERTY ARE BRIEFLY STATED BELOW:**

- i. In furtherance of the application filed by the Developer, the MAHADA/Corporation issued Sanction of Development Permission/Intimation of Disapproval in favour of Promoter, vide \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the **“said Intimation of Approval”**) along with approved plans subject to certain terms and conditions as stated therein. A copy of the Intimation of Approval is annexed hereto as **“Annexure-“F”**.
- ii. Upon receipt of the said **Intimation of Approval**, the Developer has caused vacation of the said Existing Members from the said Existing Building and has demolished the said Existing Building standing on the said Property as per the terms & conditions of the said Development Agreement;
- iii. In furtherance of the application filed by the Developer, the Corporation issued Sanction of Commencement Certificate in favour of Promoter, vide \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the **“said Commencement Certificate”**) along with approved plans subject to certain terms and conditions as stated therein. A copy of the Commencement Certificate is annexed hereto as **“Annexure-“G”**.
- iv. The Developer shall be entitled to submit the application to the Corporation from time to time for utilization of the additional built-up area for construction of said New Building (as defined later), in accordance with the Unified Development Control & Promotion & Regulation-2020 (**UDCPR**) as amended time to time subject to payment of premium payable to the MAHADA/Corporation upon which the MAHADA/Corporation shall issue revised Commencement Certificate.
- v. As per the sanctioned plan, the Developer is entitled to construct one new building comprising of Ground floor + Podium (3 levels) + 18 upper floors;

- vi. The development of free sale component/ portion of the said New Building be known as **“ARIHANT SKY”** is proposed as a Real Estate Project by the Developer to be constructed on the said Project Property and has registered as a ‘Real Estate Project’ (**“the said Project”**) with the Real Estate Regulatory Authority (**“Authority”**), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (**“RERA”**) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (**“RERA Rules”**). The MahaRERA Registration Number of the said Real Estate Project is \_\_\_\_\_. A cop[y of REA Certificate is annexed hereto as **“Annexure-“H”**.
- vii. At present total FSI of \_\_\_\_\_ sq. mtrs. (**“Sanctioned FSI”**) have been sanctioned for consumption in the construction and development of the said Project as approved by the MAHADA/Corporation vide \_\_\_\_\_ dated \_\_\_\_\_. The Promoter proposes to eventually avail & consume a further FSI of \_\_\_\_\_ square meters (**“Proposed FSI”**) aggregating to total FSI of \_\_\_\_\_ square meters in the construction and development of the said Project. At the sole discretion of the Promoter, the Proposed FSI can be consumed by the Promoter by increasing floor plate on the existing floors or by increasing the number of floors. All such modifications required to consume Proposed FSI shall be in accordance with prevailing guidelines of UDCPR;
- viii. The said Project shall comprise of flats consisting of residential premises as stated in Recital above and shall be composite of rehab portion for said Existing Members and free sale portion for sale in open market;
- ix. Copy of sanctioned plan which is submitted for approval to the MAHADA/Corporation as disclosed by the Promoter in its registration before RERA Authority have been verified by the Allottee/s and the Allottee/s has accepted the right of the Promoter for construction on the said Project;
- x. The common areas, facilities and amenities that are provided to the new building are specifically listed in the **SECOND SCHEDULE** hereunder written (**“Real Estate Project Amenities”**);
- xi. The Promoter shall be entitled to put hoardings/boards of its own brand names, in the form of neon signs, MS letters, vinyl and sun boards on the Real Estate Project and on the facade, terrace, compound wall or other parts

of the Real Estate Project. The Promoter shall also be entitled to place, select and decide the hoarding / board sites; A permanent illuminated signage /hoarding stating its own brand names or other similar words for signifying and indicating to the public at large that the said Project is constructed/ developed by the Promoter will remain displayed at a prominent place on the said New Buildings or the said Project Land and access shall be made available to the Promoter and its authorized representatives, as and when required by the Promoter in order to maintain, repair and replace the signage at the costs of the Promoter;

xii. The Promoter is entitled to amend, modify and/or substitute the proposed development of the said Project Land, in full or in part (but not in respect of the premises hereby agreed to be purchased by the Allottee/s), as may be required by the applicable laws from time to time;

xiii. The Promoter shall be entitled to use the Sanctioned and Proposed FSI as they may think fit in terms of and as more particularly set out in the said Development Agreements and otherwise as the Promoter may deem fit and proper;

xiv. The Promoter has entered into a prescribed Agreement with the Architect **Shri Sachin Rakshe** registered with the Council of Architects and also appointed as Independent Engineers for validating structural designs and drawings and specifications of the said Project to be constructed on the said Project Property and the Allottee/s accept/s the professional supervision of the said Architect and the said Independent Engineer till the completion of the said Project unless otherwise changed;

V. This Agreement for Sale is pertaining to the Residential Building in the said New Building.

W. **INSPECTION OF DOCUMENTS BY ALLOTTEE:** On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s and the Allottee/s has/have to his/her/its satisfaction obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises (defined hereunder), made enquiries thereon and is satisfied with respect to all the chain documents of title relating to the said Project Property, and the plans, designs and specifications prepared by the Promoter's Architects/Engineers, and of such all documents and information uploaded by the Promoter from time to time on the



website of the RERA Authority as required by RERA and the Maharashtra RERA Rules, including *inter-alia* the following:

- i. All the approvals and sanctions of all the relevant authorities for the development of the said Project including the layout plan, building plan, floor plan, offer letters, Sanction of Development Permission and the Intimation of Approval and Commencement Certificate;
- ii. All the documents of title relating to the said Project Property including all other documents mentioned in the recitals hereinabove;
- iii. Intimation of Approval bearing No. \_\_\_\_\_ dated \_\_\_\_\_  
**(ANNEXURE “F”);**
- iv. Commencement Certificate bearing No. \_\_\_\_\_ dated \_\_\_\_\_  
**(ANNEXURE “G”);**
- v. Property Card of the said Property **(ANNEXURE “B”);**
- vi. Sanctioned Layout Plan **(ANNEXURE “I”);**
- vii. Title Certificates dated \_\_\_\_\_ **(ANNEXURE “C”);**
- viii. Floor Plan **(ANNEXURE “J”);**
- ix. RERA Certificate **(ANNEXURE “H”).**

X. The Promoter has got some of the approvals from the MAHADA/Corporation being concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Project and shall obtain the balance approvals from the said authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Buildings;

Y. While sanctioning the plans for the said New Building, the MAHADA/Corporation, local authorities 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 Project Property and the said New Buildings and upon due observance and performance of which only the occupation and the completion certificates in respect of the New Building shall be granted by the MAHADA/Corporation /the concerned local authority;

Z. **ENTITLEMENT OF THE PROMOTER TO DEVELOP THE SAID PROPERTY:**

In pursuance of the said Development Agreements read with said Power of Attorney, said Intimation of Approval and Commencement Certificate the Promoter is entitled to construct and allot, sell, transfer, retransfer, cancel, surrender, give on lease or grant on leave & license basis or give on tenancy and to enter into agreements for sale or otherwise deal with in any manner whatsoever (including handing over possession) of entire constructed areas comprising of flats and other spaces in the proposed said New Buildings on the said Project Land along with the agreed amenities and facilities as more particularly setout herein to persons of their choice on 'Ownership' basis or otherwise and recover, realize and appropriate the sale proceeds, consideration or monies arising therefrom for its absolute use and benefit in the manner and upon the terms and conditions as mentioned in the said Development Agreements;

- AA. **APPLICATION FOR ALLOTMENT BY THE ALLOTTEE/S:** the Allottee/s being fully satisfied in respect of the title of the Society in the said Project Property and the right of the Promoter to develop the said New Building and has/have approached the Promoter and applied for acquiring/purchase of:
- BB. Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meter carpet area as per RERA plus \_\_\_\_\_ square meter enclosed balcony on the \_\_\_\_\_ habitable floor (hereinafter referred to as **"the said Flat"**) in the Project known as **"\_\_\_\_\_"** (hereinafter referred to as **"said Building"**) and as shown hatched with RED colour in the floor plan annexed and marked to be constructed on the said Project Property and the Promoter has agreed to allot/sell to the Allottee/s the said Flat at the price and on the terms and conditions hereinafter appearing.
- CC. The Promoter has agreed to allot to the Allottee/s \_\_\_\_\_ car parking space (hereinafter referred to as **"the said Car Parking Space"**) and Promoter at its sole discretion shall provide physical allocation of said Car parking to the Allottee/s at the time of handing over of possession of the said Flat to the Allottee/s;
- DD. The Promoter has represented that the said Premises and the said Car Parking Space is forming a part of the said Building and the Promoter is absolutely authorized to sell and transfer the said Premises and exclusively allot the said Car Parking Space to the Allottee/s;
- EE. The Allottee/s was/were provided with the draft of this Agreement well in advance and has had sufficient opportunity to go through the same and has/have understood the terms and conditions thereof, upon which the Allottee/s has/have agreed to enter into this Agreement;

- FF. The Allottee/s hereby expressly confirms that he/she/ they/it have agreed to enter into this Agreement with full knowledge, implication, effect, etc. of various terms and conditions contained in the said Development Agreements, plans, documents, orders, layout scheme/ project including the rights and entitlements available to and reserved by the Promoter contained in these presents;
- GG. Under Section 13(i) of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "RERA") the Promoter is required to execute a written Agreement for Sale of the units/ premises to the Allottee/s, being in fact these presents and also to register this Agreement under the Registration Act, 1908.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED, RECORDED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :**

1. It is agreed between the parties hereto that all the recitals of this Agreement shall form integral part of this Agreement as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. **CONSTRUCTION OF NEW BUILDING:** The Promoter shall construct said New Building as defined in Recital above to be known as **"ARIHANT SKY"** on the said Project Property more particularly described in the **FIRST SCHEDULE** hereunder written and delineated on the **PLAN** thereof hereto annexed as **ANNEXURE "K"**. in accordance with plans/amended plans, designs and specifications as referred hereinabove and as approved/to be approved by the MAHADA/Corporation from time to time. The Project shall have the common areas, facilities and amenities that are provided to the said New Building in the said Project that are specifically listed in the **THIRD SCHEDULE** hereunder written.

It is clarified that on the receipt of final approvals from the concerned authorities, the actual number of floors in the New Building may vary/change from that of recited above. The Allottee/s acknowledges the rights of the Promoter to construct New Buildings as per sanctioned and proposed plans including future amendments and agree/s and undertake/s not to raise any objection towards increase and/or decrease in number of floors actually constructed. The consent herein shall be deemed and construed as consent and no objection as contemplated u/s.14 of the RERA.

The Promoter may also make such minor additions and alterations as may be required by the Allottee, or such minor changes or alterations as may be necessary

due to architectural and structural reasons duly recommended and verified by an Authorized Architect or Engineer.

**PROVIDED FURTHER THAT** the Promoter after prior consultation of the Owner i.e. the Society, shall be entitled to make further modifications, variations, additions or alterations to the said New Building/floor as may be required by the Promoter/Owners from time to time, by obtaining 2/3<sup>rd</sup> consent of concerned affected person/s in the said New Building/floor as the case may be.

**PROVIDED FURTHER THAT** Promoter has explained to the Allottee/s the development program and particulars of the amenities, specifications, common areas and facilities, limited common areas and facilities, (its restricted use), Specified Premises (as stated hereinafter) with restricted user in the New Buildings to be constructed on the Project Land and the Allottee/s has confirmed the same without any hesitation and objection thereto.

### 3. **PURCHASE OF THE PREMISES AND SALE CONSIDERATION:**

3.1 The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell unto the Allottee/s, Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meter carpet area as per RERA plus \_\_\_\_\_ square meter enclosed balcony on the \_\_\_\_\_ habitable floor (hereinafter referred to as **“the said Flat”**) in the Project know as **"ARIHANT SKY"** (hereinafter referred to as **“said Building”**) and as shown hatched with **RED** colour in the floor plan annexed and marked as **ANNEXURE “J”** hereto. as more particularly described in the **SECOND SCHEDULE** hereunder, at consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_/-)

(hereinafter referred to as **“Sale Consideration”**) and on the terms and conditions hereinafter appearing. It is clarified that the carpet area as defined hereinabove is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external

walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls or columns of the said Unit/Flat). However, the carpet area of the said Unit/Flat in the presently approved plans (as approved by the Competent Authority in accordance with the provisions of the applicable UD CPR) is reflected as \_\_\_\_\_ square meters. The said Unit/Flat is

hereinafter collectively referred to as “**the said Premises**” and is more particularly described in the **SECOND SCHEDULE** hereunder written;

3.2 As an irrevocable and exclusive amenity provided along with the said Unit/Flat, the Promoter has allotted \_\_\_\_\_ car parking space/s (hereinafter referred to as “**the said Car Parking Space**”) and Promoter at its sole discretion shall provide physical allocation of said Car parking to the Allottee/s at the time of handing over of possession of the said Flat to the Allottee/s. The said Car Parking Space is provided as an irrevocable amenity without consideration however the Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking Space by the Promoter and/or the Co-operative Housing Association (as defined hereinafter) and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Co-operative Housing Association (as defined hereinafter). Further, the Allottee/s shall not in the future raise any dispute about the suitability of the said Car Parking Space as constructed and allotted by the Promoter. The said Car Parking Space will be handed over to the Allottee/s on the Project Completion Date (as defined hereinafter). Car parking shall not be used by Third Party and no Tourist Permit vehicles shall be allowed to be parked. Car Parking shall not be enclosed;

3.3 The Sale Consideration agreed to be paid under this Agreement is inclusive of price towards common areas and facilities. The nature extent and description of the common areas and facilities are more particularly described in the **THIRD SCHEDULE** hereunder written;

3.4 The Allottee/s has/have paid, on or before execution of this Agreement, a sum of Rs \_\_\_\_\_/- as advance payment and hereby agrees to pay to the Promoter the balance amount of Sale Consideration of Rs \_\_\_\_\_/- in the manner stated in **FOURTH SCHEDULE** hereto;

3.5 Further, the Allottee/s making payment of Sale Consideration is responsible to deduct Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 at prevailing rates from time to time and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in favour of the Promoter in the prescribed Form 16B for the same within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Allottee/s within a period of 30 (thirty) days from the said error being brought to the Allottee/s/financial institution’s notice. The Credit for the TDS amount deposited by the Allottee/s/financial institution will

be given to the Allottee/s only upon receipt of the Original TDS Certificate and the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event of Allottee/s failing to produce the Original TDS Certificates for all the payments made by the Allottee/s, at the time of handing over of the said Premises, the Allottee/s will be required to deposit with the Promoter such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter to the Allottee/s upon handing over of the relevant TDS Certificate within one month of the handover of the said Premises to the Allottee/s. In case the Allottee/s fails to handover the relevant TDS Certificate within the stipulated period of one month, the Promoter shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee/s;

- 3.6 It is clarified that the Sale Consideration shall be payable by the Allottee/s in the Bank Account No. \_\_\_\_\_ maintained with \_\_\_\_\_ Bank, \_\_\_\_\_ Branch with IFSC Code \_\_\_\_\_ (“the said Account”);
- 3.7 The Sale Consideration excludes taxes (consisting of tax paid or payable by way of, Good and Service Tax and all levies, duties and cesses and/or any other indirect taxes which may be levied, in connection with the construction of the New Building and/or with respect to the said Premises and/or the said Car Parking Space and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including, Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises and/or the said Car Parking Space, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. It is clarified that such other charges shall be payable by the Allottee/s to the Promoter;
- 3.8 The Sale Consideration is escalation-free, save and except escalations/increases, due to the 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 and/or the 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 imposed by the Competent Authorities, etc., the Promoter shall enclose the said notification/ order/ rule/ regulation/demand, 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;

3.9 The sale consideration to be paid under this Agreement and the manner of Installments/Payment Schedule agreed between the parties as mentioned in the Fourth Schedule hereunder written in respect of the Premises has been determined after providing a rebate to the Allottee/s and the same has been agreed and accepted by the Allottee(s).

3.10 The Promoter shall send to the Allottee/s, intimations/Demand Notes, demanding payments of the relevant amounts under these presents or instalments of the purchase price from the Allottee/s as and when the same falls due as stated hereinabove and the Allottee/s shall pay the same by issuing the Cheque/Pay Order/ Demand Draft, in the name of the Promoter only i.e. in favour of “\_\_\_\_\_ - **COLLECTION ACCOUNT**” Such instalments shall be payable by the Allottee/s strictly within the period mentioned in such intimations/Demand Notes. The Allottee/s hereby covenant/s with the Promoter that the Allottee/s shall duly and punctually pay the amounts due and payable along with GST within the time and in the manner stipulated in the intimation/ Demand Notes without committing any breach and/or defaults thereof. The time for making the payment of each of the aforesaid instalments and all other amounts due and payable shall be the essence of the contract;

3.11 If the Allottee/s in order to augment the resources in his/her/their hands and for the purpose of payment of Sale Consideration amount to the Promoter under this Agreement for sale intends to seek loan from any financial institutions/banks, etc. against the security of the said Premises and the said Car Parking Space then in such a case the Allottee/s shall be required to obtain on the letterhead of the respective financial institutions/bank's, etc. the loan /pre-sanction loan letter and only against which the Promoter shall issue the NOC to mortgage the said Premises and the said Car Parking Space to the Allottee/s. Further when such financial institution/ bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the Cheque/Pay Order/ Demand Draft, of the Loan amount or



instalment/s in the name of the Promoter only i.e. in favour of “  
– **COLLECTION ACCOUNT**” and in the event such  
financial institution/ bank, etc. issues Cheque/ Pay Order /Demand Draft of  
Loan amount or instalment/s in any other name or account, then such  
financial institution/ bank, etc. shall do so at their own risk and the Promoter  
shall not be liable for any cost and consequences arising therefrom and in such  
event the Allottee/s shall not be absolved of payment of purchase consideration  
and consequences for non-payment/default in payment shall be followed;

3.12 It is further agreed and understood that irrespective of the fact whether the  
Allottee/s has/have obtained sanction of housing loan/finance from  
his/her/their financial institution in respect of the said Premises, in the event  
of any delay in disbursement or failure in payment/disbursement of the  
balance consideration/ installment and/or interest payable by the Allottee/s  
to the Promoter under these presents for any reason or cause whatsoever, the  
Allottee/s alone shall personally be liable or responsible to pay the amount of  
installment/s with interest (if so delayed in payment of the installment  
amount) so due and payable under these presents and shall not claim any  
equity or extension or otherwise on the ground of having not obtained  
sanction of such finance and/or disbursement or delay in disbursement of  
such amount by bankers/ financial institution. The Allottee/s shall pay such  
amount/s so due and payable to the Promoter from his/her/their own source  
of income. In the event of delay or default in payment of any one or more  
installments on being payable under these presents, by the Allottee/s and/or  
his/her/their Banker/ Financial Institution the Allottee/s personally shall be  
liable to pay such amount of interest as the Promoter is entitled to as also  
subjected to cancellation of the allotment and termination of this agreement  
as contemplated under these presents. The Banker/Financial Institution shall  
not claim any equity or otherwise against the Promoter. It is however clarified  
that on the Promoter cancelling the allotment of the said Premises and the  
said Car Parking Space and termination of this Agreement, the Promoter after  
deducting liquidated damages as per **Clause 8.7** herein below, shall first offer  
the return of the balance of the refund amount to the bankers/financial  
institutions who had disbursed the amount from the sanctioned limit and  
refund the same to such bankers/financial institutions against return of the  
original of this Agreement duly cancelled and against execution and  
registration of deed of cancellation/re-conveyance of mortgage



premises/necessary writings / documents by the Allottee/s and the balance, if any, of such refund shall be refunded to the Allottee/s;

3.13 If any of the payment in cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honored for any reason whatsoever, then the same shall be treated as default under Clause 8.7 below and the Promoter may at its option be entitled to exercise the recourse available hereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge dishonor charges of Rs.5,000/- (Rupees Five Thousand only) for dishonor of payment instruction upon first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the rate of interest at Interest Rate for delayed payment. Thereafter no cheque will be accepted and all further payments shall be accepted through bank demand draft(s) only;

3.14 The Allottee/s are aware that as per present statute, GST is levied / applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Allottee/s to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such GST. The Allottee/s hereby undertake(s) to pay the amount of the GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. In case of delay in payment of GST by the Allottee/s to the Promoter, the Allottee/s shall be liable to pay an interest as per Clause 3.22 below on all delayed payments from the due date till the date of payment thereof. The Promoter shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of GST alongwith interest applicable thereon and the Allottee/s shall be deemed to have committed default in payment of amount due to the Promoter hereunder if such payment is not accompanied with the applicable GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same and the Allottee/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoter and its successors-in-title and assigns in respect thereof

- 3.15 It is further clarified that in the event the Promoter obtains the Part/Full Occupation Certificate in respect of the said Premises and offers the Allottee/s to take possession of the said Premises prior to the Possession Date (as defined hereinbelow), then in such case the Allottee/s agrees that the Promoter shall be entitled to demand the outstanding instalments of the Sale Consideration and the Allottee/s agrees and undertakes to pay the same, without any delay and/or demur.
- 3.16 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy Certificate is granted by the MAHADA/Corporation/the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of **three percent** upto to which there shall be no change in the Sale Consideration payable by the Allottee to Promoter. If there is any reduction in the carpet area beyond the defined limit of 3% then Promoter shall adjust such excess amount in subsequent installment of balance Sale Consideration and/or in other charges to be paid under this Agreement by the Allottee/s to the Promoter. If there is any increase in the carpet area allotted to Allottee beyond the defined limit of 3%, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause \_\_\_\_\_ of this Agreement
- 3.17 The Allottee/s shall verify the carpet area of the said Premises that has been allotted to the Allottee/s after the masonry work with internal plaster/bare shell of the said Premises is complete. The Parties hereby agree that the dimensions of the said Flat shall be reckoned from brick to brick. The proposed carpet area of the said Flat would be as per the approved plans and may reduce as a result of physical variations due to tiling, ledges, plaster, skirting, RCC column, door frame use and railings, etc. However, the said Purchase Price shall remain unchanged for such marginal reduction. The Parties hereby agree that the dimensions of the said Flat shall be reckoned from brick to brick. The proposed carpet area of the said Flat would be as per the approved plans and may reduce as a result of physical variations due to tiling, ledges, plaster, skirting, RCC column, door frame use and railings, etc. However, the said Purchase Price shall remain unchanged for such marginal reduction. In case, the Occupation Certificate granted by the Corporation contains carpet area other than agreed herein the revised total Sale Consideration payable on the basis of the carpet area of the Premises shall be recalculated by the

Promoter. In the event if there is any variation in carpet area, then only recourse available will be a pro-rata addition of the total consideration payable/paid, as agreed herein or refund, as the case may be. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.1 above;

- 3.18 The Allottee/s 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/s undertakes not to object / demand/direct the Promoter to adjust his/her/its payments in any manner;
- 3.19 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 MAHADA/Corporation at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Premises to the Allottee/s, obtain from the Corporation, the Part/Full Occupation Certificate or Building Completion Certificate in respect of the said Premises.
- 3.20 Time is of the essence for the Promoter as well as the Allottee/s. The Promoter will be abide by the time schedule for completing the construction of the said Premises and handing over the said Premises to the Allottee/s after receiving the Part/Full Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s which are listed in the **THIRD SCHEDULE** hereunder written (Project Amenities/the Ancillary Area).
- 3.21 Similarly, the Allottee/s shall be liable to make timely payments of all installments of the Sale Consideration and all other dues payable by him/her/them/it and meeting, complying with and fulfilling all his/her/their/its other obligations under this Agreement;
- 3.22 Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as mentioned in Rule 18 of the Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Project, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**Interest Rate**") with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender

of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said Project/said Premises, and the Allottee/s has agreed to pay the same as and when demanded before the possession of the said Premises.

3.23 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. \_\_\_\_\_ /-.

3.24 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. \_\_\_\_\_ /-.

4. **COMPLIANCE BY THE PROMOTER TO THE TERMS & CONDITIONS:** 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 MAHADA/Corporation at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the MAHADA/Corporation, the Occupation Certificate or Building Completion Certificate in respect of the said Premises

5. **FSI, AND DEVELOPMENT POTENTIALITY WITH RESPECT TO THE PROPOSED DEVELOPMENT OF THE SAID PROJECT PROPERTY:**

5.1 The Promoter hereby declares that the Floor Space Index as per said Commencement Certificate available as on date in respect of the project Property is \_\_\_\_\_ square meters only (inclusive of Residential) and Promoter shall be entitled to utilize further Floor Space Index to the extent of \_\_\_\_\_ sq. mtrs. aggregating to total FSI of \_\_\_\_\_ sq. mtrs. on payment of premiums as incentive FSI by implementing various scheme as mentioned in the UDCPR /MAHADA or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project, the Promoter has also proposed to construct said New Buildings. The Promoter has disclosed the Floor Space Index of \_\_\_\_\_ sq.mt. as proposed to be utilized by them on the

project Property in the said Project and Allottee has agreed to purchase the said Premises based on the proposed construction and sale of premises 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 and at the sole discretion of the Promoter, the Proposed FSI can be consumed by the Promoter by increasing floor plate on the existing floors or by increasing the number of floors. All such modifications required to consume Proposed FSI shall be in accordance with prevailing guidelines of Development control regulations & necessary norms laid down by the MAHADA/Corporation (if any);

5.2 The Promoter (in terms of and subject to the provisions contained and agreed in the said Development Agreements) shall also be entitled to entire increased, additional, future and extra FSI which may be available in respect of the said Project Property on any account or due to any reason whatsoever, including but not limited to, on account of handing over to the Government or the Municipality or altering, shifting, relocating, any buildable/non-buildable reservations on the said Project Property or otherwise, the same shall absolutely and exclusively belong to and be available to the Promoter for utilization and consumption on the said Project Land which shall be developed as a proposed/ separate phase in the manner as the Promoter deems fit and appropriate and the same shall not affect the existing development that is proposed on the said Project Property and neither the Allottee/s nor the said Common Organization/said Society shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity and/or any other services in common;

5.3 The Promoter (in terms of and subject to the provisions contained and agreed in the said Development Agreements) shall be entitled to the entire unconsumed and residual floor space index ("**FSI**") in respect of the said Project Property whether by way of purchase of FSI from any authority by payment of premium or price, the change of law Tit Bit FSI, V.P. Quota, FSI, Incentive FSI availability and increase of FSI, floating FSI, fungible FSI, FSI arising due to a layout and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various scheme as mentioned in UDCPR or FSI available on payment of premium or FSI available as incentive FSI by implementing various scheme as mentioned in the UDCPR or based on

expectation of increased FSI which may be available in future on modification of UDCPR which are applicable to the development of said Project Property or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoter for utilization and consumption on the said Project Land and which shall be developed as a proposed and the same shall not affect the existing development that is proposed on the said Project Property and neither the Allottee/s nor the said Common Organization/said Society shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

- 5.4 Notwithstanding anything to the contrary contained herein, the Promoter shall also have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer and/or assign the residual FSI, if any (by whatever name called) after completion of the development on the said Project Land and permitted by the concerned authorities under the applicable laws and regulations, to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the Promoter in their sole and unfettered discretion and as may be permitted by law;

6. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

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



action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time;

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

7. **FIT OUT MANUAL:**

- 7.1 The Allottee/s agrees and undertakes that upon handover of possession, the Allottee/s shall carry out any fit-out/interior work strictly with prior written permission of the Promoter subject to payment of interest free refundable of Rs 50,000/- ("**Fit-Out Deposit**") in accordance, with the rules and regulations framed by the Promoter ("**Fit-Out Manual**") and without causing any disturbance, to the other purchasers/ Allottee/s of premises in the said Building. The Fit-Out Manual will be shared at the time of handing over possession of the said Premises. Without prejudice to the aforesaid, if the Allottee/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the said Premises or the said Building, then the Promoter shall be entitled to call upon the Allottee/s to rectify the same and to restore the said Premises and/or the said New Building to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee/s does not rectify the breach within the such period of 30 (thirty) days, the Promoter may carry out necessary rectification/restoration to the said Premises or the said Building (on behalf of the Allottee/s) and all such costs/charges and expenses incurred by the Promoter shall be reimbursed by the Allottee/s. If the Allottee/s fails to reimburse to the Promoter any such costs/charges and expenses within 7 (seven) days of demand by the Promoter, the same would be deemed to be a charge on the said Premises. The Allottee/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter (i) from and against all actions, proceedings, claims,

demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the said Premises or the said Building and (ii) for all costs and expenses incurred by the Promoter for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the said Premises or the said Building;

- 7.2 Upon the possession of the said Premises being delivered to the Allottee/s, the Allottee/s shall be deemed to have granted a license to the Promoter, its engineers, workmen, laborers or architects to enter upon the said Premises by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the said Building or if necessary any part of the said Premises provided the said Premises is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee/s or his/her/their agents and the Allottee/s shall reimburse and/or pay to the Promoter or any other person the loss or damage suffered by them on account of the act of the Allottee/s or his/her/their agents.

8. **POSSESSION DATE, DELAYS AND TERMINATION:**

- 8.1 The Promoter shall give possession of the said Premises to the Allottee/s on or before the **30/12/2026** ("**Possession Date**"). Provided however, that the Promoter shall be entitled to an extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors /events (force majeure events):
- (a) War, Civil Commotion, or Act of God,
  - (b) Any notice, order, rule, notification of the Government and/or other Public or Competent Authority/Court;
- 8.2 The events under conditions (8.1) above shall be deemed to be force majeure conditions;
- 8.3 In any of the aforesaid event, the Allottee/s hereby irrevocably agrees to automatic extension of date of completion of the construction of the said New Buildings and in such event the Allottee/s shall not be entitled to claim any compensation/interest/damages etc. whatsoever;



8.4 If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date (save and except for the reasons as stated in Clause 8.1 (a) to (e) above), then:

- (a) If the Promoter is not able to give possession of the said Flat/car parking space to the Allottee/s on account of any reasonable cause or circumstances beyond its control, the Promoter shall apply to the RERA Authority for a reasonable extension of a period during which the construction or development shall have been stalled. In the event of grant of extension of the RERA registration for the said Project, the Delivery Date shall stand extended till the date of extension granted by the RERA Authority and the Allottee/s shall not object to the same.
- (b) If the Promoter fails or neglects to give possession of the said Flat to the Allottee/s on the Delivery Date save and except as stated hereinabove or on account of any reasons beyond its control, then the Allottee/s shall be entitled to terminate this Agreement by giving a 30 days' notice in writing to the Promoter ("**Allottee/s Termination Notice**") and the Promoter shall on demand refund the extent of Purchase Price already paid by the Allottee/s under this Agreement in respect of the said Flat and to the extent received by it (save and except the amount of interest which may have been paid or become payable by the Allottee/s for late payment of installments) along with interest at the rate of the State Bank of India highest marginal cost of lending rate plus two percent as prescribed by the Maharashtra RERA Rules (provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public) from the date of the receipt of such amount from the Purchaser till the date of payment to the Allottee/s, including compensation (if any) in the manner provided under the RERA Act.
- (c) Upon such termination and execution of the Cancellation Documents by the Parties and refunding the amount together with interest and payment of compensation (if any) as per the RERA Act and the rules made thereunder, neither party shall have any further claim against the other in respect of the said Flat or arising out of this Agreement and the Promoter shall be at liberty to dispose of the said Flat to any other

person or persons at such price and upon such terms and conditions as the Promoter may deem fit, without any reference or recourse to the Allottee/s. Alternatively, in the event the Allottee/s opts not to terminate this Agreement, the Promoter shall pay to the Allottee/s interest at the rate of the State Bank of India highest marginal cost of lending rate plus two percent as prescribed by the Maharashtra RERA Rules(provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public), for every month of delay, till the date of handing over possession of the said Flat.

- 8.5 In case the Allottee/s elects his/her remedy under Sub-Clause 8.4 (a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Sub-Clause 8.4 (b) above;
- 8.6 If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate;
- 8.7 Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 8.6 above, and any other rights and remedies available to the Promoter (a) on the Allottee/s committing default of payment on the due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or(b) the Allottee/s committing **three defaults** of payment of the instalments of the Sale Consideration, the Promoter shall be entitled to, at its own option and discretion, to terminate this Agreement. Provided that, the Promoter shall give a notice of 15(fifteen) days in writing to the Allottee/s (“**Default Notice**”), by courier / e-mail / registered post A.D./ WhatsApp / hand delivery or in other mode of service at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the

Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Promoter's Termination Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Allottee/s. On receipt of Termination Notice to the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Promoter may deem fit without any reference or recourse to the Allottee/s; and (ii) the Promoter shall be entitled to adjust, deduct, forfeit and recover from the Allottee/s:

- (a) pre-determined and agreed liquidated damages equivalent to 10 % of the total consideration towards liquidated damages along with any losses that may accrue to the Promoter, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination;
- (b) brokerage fees paid by Promoter;
- (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Promoter's Termination Notice;
- (d) the amount of interest payable by the Allottee/s in terms of this Agreement from the date of default in payment till the date of Promoter's Termination Notice as aforesaid and refund and/or entitled to recover the balance, if any, to/from the Allottee/s.

Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the car park/s and that the dispatch of the said cheque towards refund from the Promoter to the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents irrespective of whether the Allottee/s accept/s or encash/s the cheque or not, will tantamount to the Promoter having refunded amount due to the Allottee/s and the Allottee/s shall deemed to have accepted the same in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises. However, in case if the Promoter is entitled to claim the shortfall in the amounts as aforesaid, the Allottee/s shall have no claim of any nature

whatsoever on the Promoter and/or the said Premises and/or the car park/s with immediate effect therefrom. Further, upon termination of this Agreement, the Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoter's Termination Notice, the Promoter shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Allottee/s simultaneously, with the Promoter and the Allottee/s executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee/s entirely.

9. **THE COMMON AREAS, FACILITIES AND AMENITIES:** The common areas, facilities and amenities that are provided to each of the new building/tower separately and independently and utilization of same is restricted to Allottees belongs to their new Building/ tower in the said Project are specifically listed in the **THIRD SCHEDULE** hereunder written. The internal amenities, fittings and fixtures in the said Premises that shall be provided by the Promoter are also listed in the **THIRD SCHEDULE** hereunder written. The Promoter may charge the Allottee/s separately for any up-gradation/changes specifically requested or approved by the Allottee/s in fittings, fixtures and specifications requested or approved by the Allottee/s in fittings, fixtures and specifications and any other facility which have been done on the Allottee/s's request or approval but which have not been agreed upon herein.

10. **PROCEDURE FOR TAKING POSSESSION:**

10.1 Upon obtainment of the Part/Full Occupation Certificate from the Corporation and upon payment by the Allottee/s and upon realization by the Promoter, the requisite instalments of the Sale Consideration as mentioned in the Fourth Schedule hereunder written and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee/s in writing ("**Possession Notice**") and send the same by courier / e-mail / registered post A.D./ WhatsApp / hand delivery or in other mode of service at the address provided by the Allottee/s, The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or the said Common Organization/said Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within

7(seven) days of receiving the Part/Full Occupation Certificate of the said Real Estate Project provided however that the Promoter have first offered possession of the Existing Members of said Society in writing.

- 10.2 The Allottee/s shall take possession of the said Premises within 15(fifteen) days of the Possession Notice;
- 10.3 Upon receiving the Possession Notice from the Promoter as per Clause 10.1 above, the Allottee/s shall take possession of the said Premises from the Promoter by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Premises within the time provided in Clause 10.2 above, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter;
- 10.4 Within 15 (fifteen) days of the receipt of the Possession Notice, the Allottee/s shall be liable to bear and pay his/her/their/its proportionate share, i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the said Real Estate Project and the said Project Land including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the Corporation or other concerned Local Authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Real Estate Project and/or the said Project Land. Until the Transfer is duly executed and registered, and Allottee is made as members of Society the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at their sole discretion. The Allottee/s further agrees that till the Allottee/s share is so determined by the Promoter, at their sole discretion, the Allottee/s shall pay to the Promoter a minimum provisional monthly contribution or any further amounts as determined by the Promoter at the time of handing over possession of the said Premises to the Allottee/s. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and shall remain with the Promoter until the Allottee/s admit as member of said Society. Upon the admission of Allottee/s in the said Society as member, the aforesaid deposits, less any deductions as provided for in this Agreement, shall be paid by the Promoter to the said Society;

10.5 Notwithstanding anything contrary stated hereinabove, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said Premises and if for whatsoever reasons respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests thereon @18% per anum and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on the said Premises being first encumbrance of the Promoter. The Allottee/s herein with due diligence has accepted aforesaid condition;

10.6 The Allottee/s has given his specific confirmation herein that the responsibility of title of the said Project Property be on the Society and the Promoter as per the terms agreed between the Promoter and the Society in the said Development Agreements upto.

11. **DEFECT LIABILITY:**

11.1 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 Premises or any defects on account of workmanship, quality or provision of service then, wherever possible such defects will be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s to receive from the Promoter, compensation for such defect in the manner as provided under the Act;

11.2 Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Premises and in specific the structure of the said Premises in the said Building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Allottee/s 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, the defect liability shall automatically become inoperative. The word 'defect' here means only the workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of premises by the Occupants, vagaries of nature etc.;

- 11.3 It shall be the responsibility of the Allottee/s to maintain his/her/their unit in a proper manner and take all due care needed including but not limiting to take all due care of the joints in the tiles in his/her/their unit are regularly filled with white cement/epoxy to prevent water seepage;
- 11.4 In the event, any damage is cause to the neighboring flats/units or the flats/units of upper or down floor of the said Premises while doing fit out work in the said Premises then in that event, it is sole responsibility of the Allottee/s to cure and rectify such damages at his/her own cost and further Promoter shall be entitled to impose penalty towards damaged caused by such Allottee/s and if Allottee/s fail to pay such Penalty within 7 (seven) days from the date of intimation by the Promoter in that behalf, the Promoter shall have right to terminate this agreement without further recourse to the Allottee/s.
- 11.5 Further where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said Flat/said Unit/ said New Buildings and if the annual maintenance contracts are not done/renewed by the Allottee/s, then the Promoter shall not be responsible for any defects occurring due to the same;
- 11.6 That the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the units and the common project amenities wherever applicable;
- 11.7 That the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the unit/building/includes hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect;
- 11.8 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of



the unit and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

12. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used for purpose of Residential only. The Allottee/s shall use the parking space/s only for the purpose of parking vehicle/s.

13. **ADMISSION OF ALLOTES AS NEW MEMBERS IN THE SAID SOCIETY:**

13.1 After completion of the redevelopment of the Project Property, and in accordance with provision of RERA, the Promoter shall 1 cause the said Society to admit Allottee/s and/or prospective purchasers of said Flats/Units as members of the said Society. However, under any circumstances, the Allottee herein shall not insist/pressurize the Promoter to form separate society or condominium of Free Sale Component Flats;

13.2 For this purpose, the Allottee/s shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for becoming a member of Common Organization / said Society, including the bye-laws of the Common Organization/said Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter enable the said Society to admit the Allottees / prospective purchasers as Members thereof. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Common Organization/said Society, as may be required by the Competent Authority;

13.3 The name of the said New Buildings and said Project shall not be changed by the Allottee/s or said Common Organization anytime in future under any circumstances;

13.4 The Common Organization/said Society shall admit all Allottee/s of units and premises of said New Buildings as members, in accordance with its bye-laws;

13.5 The Promoter shall, even after admission of Allottees/prospective purchasers in the said Society be entitled to deal and dispose of their respective unsold flats/units/ premises /parking spaces as per their choice and on such terms and conditions and consideration as the Promoter may deem fit and proper;



13.6 The Promoter shall be entitled, but not obliged to, join as a member of the Common Organization/said Society in respect of the unsold premises in the Real Estate Project, if any;

13.7 Upon offering the possession of the flats and units to the members and the Allottees of the said New Building, the Common Organization/said Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard;

13.8 Till the entire development of the said Project Property to its full development potential has been completed in all respects, the Allottee/s, the Common Organization/ said Society shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard and the Allottee/s shall not hinder or obstruct the Promoter in this regard or in the exercise by the Promoter of its aforesaid rights;

14. **TRANSFER TO THE SAID SOCIETY/ COMMON ORGANIZATION:**

14.1 The said Property is lying in the name of the said Society i.e. Subhash Nagar Jai Hind Co-operative Housing Society Ltd. as such there is no need of executing Deed of Conveyance in favour of the said Society as contemplated under RERA however, the said Society shall admit the Allottee/s herein as its member as per the Bye-laws and terms & conditions of the said Development Agreement;

14.2 Upon handing over the possession of the flats to the members of the society and all the Allottees of the said New Building, the said Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

15. **PAYMENT OF DEPOSITS:** The Allottee/s shall, before the delivery of possession of the said Premises in accordance with Clause 10 above, pay/ deposit with the Promoter such amounts with applicable GST and other taxes and charges applicable from time to time as may be determined by the Promoter at its sole

discretion at the time of handing over possession of the said Premises to the Allottee/s towards :-

15.1 Rs. \_\_\_\_\_ for the share money and application entrance fee of the said Common Organization/said Society;

15.2 Rs. \_\_\_\_\_ for the proportionate share of taxes and other charges/levies in respect of the said Common Organization/said Society being advance municipal taxes for one year as may be applicable on the basis of per square feet of carpet area;

15.3 Rs. \_\_\_\_\_ for formation and registration of the Society or Limited Company/Federation/Apex Body;

15.4 Rs. \_\_\_\_\_ for the deposit (interest free) towards the minimum provisional monthly contribution for 12 months in advance towards outgoings of the said Common Organization/said Society;

15.5 Rs. \_\_\_\_\_ the deposit and connection charges in respect of utility installation viz. piped gas connection;

15.6 Rs. \_\_\_\_\_ towards Security deposit against fit out work in premises which is refundable.

15.7 Rs. \_\_\_\_\_ Proportionate Development charges.

15.8 The above amounts are not refundable and no accounts or statements will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The amounts to be received by the Promoter towards aforesaid Purposes as mentioned in this Clause shall be deposited by the Promoter in a separate bank account only in respect of the sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the said Common Organization/said Society or towards the outgoings and legal charges and shall utilize such amounts only for the purposes for which they have been received.

16. **LEGAL COST & CHARGES:** The Allottee/s shall pay to the Promoter a sum of Rs.25,000/- (Rupees Twenty Five Thousand only) for meeting all the legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the admission of the member in said Common

Organization/said Society, for making modification or amendments in the rules, regulations and bye-laws of the said Common Organization/said Society and the cost of preparing and engrossing the Transfer Document and other deeds, documents and writings. The amounts as mentioned in this Clause shall be deposited by the Promoter in a separate bank account.

17. The Promoter have informed the Allottee/s that there may be common access roads, street lights, common recreation spaces, passages, electricity, water lines, drainage lines, sewerage lines, sewerage treatment plants and other common amenities and conveniences in the layout of the said Project Land. The Promoter have further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith the other Allottee/s of units/premises in the Real Estate Project and/or on the said Project Land 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 the units/premises on the Real Estate Project 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 agrees 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 the units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the said Project Property 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 said Project Land.

18. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represent and warrant to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexures and subject to what is stated in the Title Certificate:

- 18.1 The Society has a clear and marketable title in respect of said Project Property and the Promoter has requisite rights to carry out the development upon the said Project Land in accordance with the said Development Agreement and also has been allowed to enter upon the said Project Property for the implementation of the Project as Developer;
- 18.2 The Promoter has the lawful rights and the requisite approvals from the Competent Authorities to carry out the development of the Real Estate Project

and shall obtain the requisite approvals from time to time to complete the development of the Real Estate Project;

- 18.3 There are no encumbrances upon the Real Estate Project except those disclosed in the Title Report, if any;
- 18.4 There are no litigations pending before any Court of law with respect to the Project land or the Real Estate Project, except those disclosed in the Title Report, if any. There is no restraining order/injunction passed in the said litigation so as to prejudice the right of the Society/ Promoter to develop the said Project Property;
- 18.5 All the approvals, licenses and permits issued by the Competent Authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the Real Estate Project shall be obtained by following the due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and the common areas;
- 18.6 The Promoter have 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;
- 18.7 The Promoter have 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 Project Land and the said Premises, which will, in any manner, affect the rights of the Allottee/s under this Agreement;
- 18.8 The Promoter confirm that the Promoter are not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- 18.9 At the time of the execution of the Conveyance Deed/Transfer Document, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **THIRD SCHEDULE** hereunder written to the said Common Organization/said Society;

18.10 The Promoter have 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 Competent Authorities till the date of offering possession of the flats/units to the members of the said Society and Allottees of the said New Building and thereupon the same shall be borne by the said Society/ Common Organization; and

18.11 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or served upon the Promoter in respect of the said Project Land and/or the Project,

19. **REPRESENTATIONS OF THE ALLOTTEE:** The Allottee/s, with the intention to bring all the persons into whosoever's hands the said Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:

19.1 The Allottee/s has/have gone through the terms and conditions as set out in the said Development Agreements and hereby undertake(s) to abide by the same. The rights and entitlements of the Allottee/s hereunder are subject to the terms and conditions of the Development Agreements and bound by the terms and conditions stipulations of the Corporation as also this Agreement and the Fit out Manual / Guidelines and the rules and regulations and bye-laws of the said Common Organization/said Society;

19.2 To use the Premises or permit the same to be used only for Residential purpose under the rules, regulations and bye-laws of the Common Organization/said Society;

19.3 To maintain the said Premises at the Allottee/s's own cost (to be borne and paid by the Allottee/s) in good and tenantable repair and condition from the date on which the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the applicable rules, regulations or bye-laws or change/alter or make any addition in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof, without the consent of the Local Authorities and the Promoter;

- 19.4 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 said Buildings in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and the Allottee/s shall take due care and precaution while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the said Building in which the said Premises is situated, including entrances of the said Building in which the said Premises is situated and in case any damage is caused to the said Building in which the said Premises is situated or the said Premises on account of the negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of such breach;
- 19.5 To carry out at his/her/their/its own cost and expenses (to be borne and paid by the Allottee/s) 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 said 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;
- 19.6 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 said Buildings in which the said Premises is situated and the Allottee/s 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 said Building in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, parrdis or other structural members in the said Premises, without the prior written permission of the Promoter and/or the said Common Organization/said Society;
- 19.7 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and/or the said 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;

19.8 Not to do or permit to be done anything in the said Project Land, the said Building, and/or to the staircase, landings, lobbies, passages, lifts and other common areas, amenities, facilities therein or pertaining thereto which may be against the rules, regulations or bye laws of the said Common Organization/said Society;

19.9 Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Organization and of the MCGM and other concerned authorities;

19.10 Not to cause any nuisance, hindrance, disturbance and annoyance to other Allottees of premises in the said Building or other occupants or users of the said New Buildings, or visitors to the said Building or other New Buildings, and also occupiers of any adjacent, contiguous or adjoining properties;

19.11 Not to affix Air Conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said New Buildings in any manner whatsoever;

19.12 Not to shift or alter the position of the pantry (if any) and/or toilets which would affect the drainage system of the said Premises/ said Building in any manner whatsoever;

19.13 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 said Project Land and/or the said Building in which the said Premises is situated;

19.14 Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their/its share of security deposit demanded by the concerned local authority or Government authority or body giving water, electricity or any other service connection to the said Building in which the said Premises is situated;

19.15 Bear and pay in a timely manner and forthwith, all the amounts, dues, taxes, installments of the Sale Consideration, as required to be paid under this Agreement;

19.16 Not to change the user of the said Premises without the prior written permission of the Promoter and the said Common Organization/said Society and the concerned government authority;

19.17 The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises or any part thereof or dispose of or alienate otherwise howsoever, the said Premises or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement, are fully and finally paid together with the applicable interest thereon (if any) at the Interest Rate. In the event the Allottee/s is desirous of transferring the said Premises or any part thereof and/or its rights under this Agreement then it shall first offer the said Premises for sale to the Promoter as the Promoter shall be entitled to a First Right of Refusal when the Allottee/s intent to transfer its rights in the said Premises and if the Promoter is not willing to acquire the said Premises from the Allottee/s then the Promoter will give its written NOC to the Allottee/s to effectuate such transfer to any other person/persons and in such event, Allottee/s has agreed to pay the transfer/administrative charges to the Promoter towards such transfer.;

19.18 The Allottee/s shall observe and perform all the rules and regulations which the said Common Organization/said Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said Building 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 the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organization/said Society regarding the occupancy and use of the said Premises in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses and/or other outgoings in accordance with the terms of this Agreement;

19.19 The Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the said Building or any part thereof to view and examine the state and condition thereof;



19.20 The Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project Property, the said New buildings units thereon, or any part thereof, to view and examine the state and condition thereof;

19.21 The Allottee/s shall not at any time carry out any work in the said Premises, which would jeopardize the soundness or safety of the said Building or prejudicially affect the same;

19.22 To use the passenger lifts in the said Building for the period and in accordance with the rules and regulations framed by the Promoter or the said Common Organization/said Society, from time to time. The Allottee/s shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Building including the said Premises;

19.23 To pay all amounts agreed or liable to be paid by the Allottee/s pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee/s to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee/s and shall keep the Promoter indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoter by reason of non-payment non-observance and/or non-performance thereof;

19.24 The Promoter shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the un-disposed premises in the said Building but the Allottee/s will pay all such charges without any dispute;

19.25 The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts, podiums, ramps in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee/s shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the said Building for storage or for use by servants at any time;

19.26 The Allottee/s shall not display at any place in the said Premises/said Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls or glass façade of the said

Building or common areas therein or in any other place or on the window, doors and corridors of the said Building;

19.27 Neither the Allottee/s nor the said Common Organization/said Society, shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Promoter under this Agreement, the said Development Agreements or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned herein, and the Allottee/s and the said Common Organization/said Society, as and when it is formed, shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same;

19.28 In the event Allottee/s would carry out any unauthorized construction/modification or has caused any damage to the said Premises or any portion of the said Building or any structure, facility or amenity on the said Project Land, then the Allottee/s shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoter, the said Common Organization/said Society and/or the concerned government, local or public bodies or authorities in that regard;

19.29 The Allottee/s shall indemnify and keep indemnifying the Promoter and said Common Organization/said Society as the case may be and/or as may be applicable towards/against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/s;

19.30 Not to cover or enclose in any manner whatsoever, the open balcony/ies, verandah, car parking space/s or other open space forming a part or appurtenant to the Premises/s in the said Building without the prior written permission of the Promoter/ Common Organization/said Society / concerned authority;

19.31 The Allottee/s hereby agrees to abide by the terms and conditions of the part/full occupation certificate granted by the Corporation and on breach of the same the Allottee/s shall remain solely responsible for the same;

19.32 The Allottee/s acknowledges that the Promoter has readily provided information/clarifications as required by him/her/ them and has/have not

relied upon nor has/have been influenced by any sale plans, pamphlets, sample Apartment, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral concerning the amenities to be made available or any other data except as represented in this Agreement and the Allottee/s has/have relied solely on his/her/their own judgment in deciding to enter into this Agreement;

**20. SPECIFIC CONDITIONS RELATED TO SIGNAGE TO APPLY TO AND BE COMPLIED BY THE SAID NEW BUILDING:**

In view of the importance of signage for the successful Project development, Allottee/s has specifically agreed and understood that the Promoter shall have absolute right on the signage inside/outside/near, within or on the face of the said New Building/s/said Project and the Promoter may determine at its own discretion and allow the usage by the Allottee/s of such signage. The Promoter shall have absolute right to identify, earmark and allot the places for affixing signage on the exterior/interior of the said New Building/the said Project Land. The Allottee/s shall be responsible to install and maintain such signage within the space, so allotted by the Promoter, in a well lit, legible and in a proper manner at its/his/her own cost. The Allottee/s hereby specifically agrees that the said allotted space for affixing signage etc. shall be increased, decreased or modified in any manner at the sole discretion of the Promoter from time to time. The Promoter may issue such guidelines/directions including but not limited for colour scheme, style and manner of the signage, proper maintenance and upkeep by the Allottee/s of such signage from time to time. The Promoter may transfer such responsibility of identifying, earmarking and allotment of such signage to its nominees/assigns or said Common Organization/said Society or to such agency as may be appointed by it at its sole discretion. Upon such transfer, the Promoter shall be released and discharged from all its obligations and responsibilities under this clause in respect of the signage. The Allottee(s) further undertakes, assures and guarantees that he/she/it would not put any sign-board/name-plate, neon-light, publicity material or advertisement material etc. on the face/facade of the said Building or anywhere on the exterior of the said Building or common areas or in the said Project Land except at the places specially earmarked and allotted by the Promoter.

21. 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 the Real Estate Project or the said Project Land and/or the said New Building as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold/allotted to him and all the

open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Transfer Document.

22. **THE PROMOTER HAS INFORMED THE ALLOTTEE/S AND THE ALLOTTEE/S HEREBY CONFIRMS THAT:**

22.1 Terraces on the top habitable floors and the top common terrace/s of the said for Project shall vest exclusively with the Society and Promoter shall be entitled to put hoardings and advertisement on such terrace/s. The Promoter shall not be liable to pay any compensation amount or charges whatsoever in respect of the same to the Allottee/s or the said Society;

22.2 The right to use the terrace of the Allottee/s (as per Bye-Laws) in the said Project shall be subject to the Promoter's right to construct additional floors.

22.3 The Allottee/s agree and undertake that the Allottee/s shall not dispute or object or interfere with the rights of the Promoter reserved herein by raising any disputes or Court injunctions under the Real Estate (Regulation and Development) Act, 2016 and/or under any other provisions of any other applicable law;

22.4 The Promoter is entitled to develop the said Property by demolishing the said Existing Building re-housing said Existing Members as permanent alternate accommodation premises at free of cost on ownership basis on the term and conditions of said Development Agreements and balance FSI potential available for free sale for either residential flats or as commercial units to various prospective purchasers on the terms and conditions the Promoter deem fit and proper. The Allottee hereby accord his/her/their unfettered permission that, the Promoter shall be entitled by virtue of said Development Agreements to re-housing said Existing Members as permanent alternate accommodation premises at free of cost on ownership basis on the term and conditions of said Development Agreements and he/she/they undertake not raise any dispute in respect thereof;

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

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises 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/s who has taken or agreed to take the said Premises.

24. **MORTGAGE / FINANCIAL ASSISTANCE:**

24.1 Subject to terms and conditions of these presents, the Allottee/s has permitted the Promoter to raise construction loan, project finance loan, loan against the said Project Land and / or other constructed Units/ Premises in the Building (save and except the said Premises), underwriting by mortgaging, hypothecating Receivables and/or developable property (including but not limited to mortgage by way of deposit of title deeds) from Bank/financial institution/Non-Banking Financial Corporation ("**Lenders**") and without having to seek further permission from Allottee/s in any manner whatsoever, written or otherwise, but without the Allottee/s being responsible / liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise);

24.2 The sole liability to repay the loan amount together with interest/penalty occurred under such mortgage/ facility shall be of the Promoter alone, and the Promoter have also assured and undertaken to the Allottee/s that they shall pay the loan amount together with interest/penalty to the Lenders by installment and/or as may be demanded by the Lenders from time to time without committing any default thereof and keep the Allottee/s herein fully indemnified in respect thereof.

25. **FACILITY MANAGEMENT COMPANY/FACILITY MANAGED BY PROMOTER:**

25.1 By executing this Agreement, the Allottee/s agrees and covenants to the appointment by the Promoter (as it may in its discretion deem fit) of any agency, firm, corporate body, organization, association or any other person ("**Facility Management Company**") to manage and maintain the project that is to maintain the said Building and the common areas (including car parking areas and open spaces) as well as operate and maintain the amenities and facilities of the said Project. For this purpose, until such time as the development of the said Project is completed and the possession of all the premises are delivered to all Allottee/s, the Promoter will be entitled at their discretion or through the Facility Management Company, to control the management of the said Building and to realize the outgoings and Maintenance Charges. The Promoter shall be entitled to charge 18% (plus Goods and Service Tax, if applicable) of all maintenance charges / outgoings

(excluding Municipal taxes) as service charge for the purpose of Building Management. The Maintenance shall be paid by the Allottee/s of the Apartments of the said Building including the Allottee/s herein on a pro-rata basis;

25.2 It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee/s and/or the said Common Organization/said Society for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company and/or such other agency, firm, corporate body, organization, association or any other person/s in the due course of such management, maintenance and operation of the said Project;

25.3 The Allottee/s hereby agrees to pay the fees as may be determined by the Promoter/Facility Management Company for the purpose mentioned in Clause 25.1 above;

25.4 The Allottee/s further agrees and undertakes to be bound from time to time sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/Facility Management Company, for the purpose of framing rules for (a) management, maintenance and operation of the said Project, (b) use of premises by the purchasers/occupants and (c) for ensuring safety and security of the purchasers/occupants and the said Project. The Allottee/s hereby agrees and confirms not to raise any disputes in the future against the Promoter/ Facility Management Company in this regard.

26. **BINDING EFFECT:**

26.1 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 and Annexures along with the payments due, as stipulated in the Payment Plan at Clause 3.4 above, within 30(thirty) days from the date of its receipt by the Allottee/s and secondly, appears for registration of the same before the concerned office of the Sub-Registrar of Assurances 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 concerned office of the Sub-Registrar of Assurances 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, the application of the Allottee/s shall be treated as cancelled and all the 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.

27. **ENTIRE AGREEMENT:** This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, brochures, arrangements, whether written or oral, if any, between the Parties in regard to the said Premises.
28. **RIGHT TO AMEND:** This Agreement may only be amended by the written consent of both the parties hereto.
29. **SPECIAL CLAUSE:**

The Allottee/s knows and accepts that the said Real Estate Project is a redevelopment Project of the said Society, and since the Society is already in existence and the Owner of the Project Land, there would not be any question of the Developer/Promoter complying with their obligation under RERA regarding formation of Society as per Sec 11 (e) and transfer of title as per Sec 17 of RERA. However, if under the provisions of RERA or other applicable laws, Developer/Promoter is required to execute any document, *inter alia*, handing over the New Building to the said Society then Developer would execute such document as and when required, but at the cost and expenses of the Allottee/s and other Apartment holders of the New Building. The Allottee/s shall be liable to incur and bear his/her/their proportionate share/contribution in the said cost and expenses, including the Stamp Duty and Registration of such document.

Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project.

Where a Co-operative Housing Society or a Company or any other legal entity of Allottees is to be constituted for a single building not being part of a layout; or in case of layout of more than 1 Building or a Wing of 1 Building in the layout, the Promoter shall submit the application in that behalf to the Registrar for registration

of the Co-Operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within three months from the date on which 51 % (Fifty-one percent) of the total number of Allottees in such a Building or a Wing, have booked their Apartment.

Where a Promoter is required to form an Apex Body either as a Federation of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities or as a Holding Company of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities, then the Promoter shall submit an application to the Registrar for registration of the Co-Operative Society or the Company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed. Such application shall be made within a period of three months from the date of the receipt of the Occupancy Certificate of the last of the building which was to be constructed in the Layout.

The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, initiate the transfer 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.

In the case of a Building or a Wing of a Building in a Layout, the Promoter shall (subject to his right to dispose of the remaining apartments, if any) execute the conveyance of the structure of that Building or Wing of that Building (excluding basements and podiums) within one month from the date of issue of Occupancy Certificate.

The Promoter shall, within three months of registration of the Federation/Apex Body of the Societies or Limited Company, as aforesaid, initiate the transfer 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.

In the case of a layout, the Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of Occupancy Certificate to the last of the Building or Wing in the Layout.

30. **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.

31. **SEVERABILITY**: If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the RERA Rules and Regulations made thereunder or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.
32. **METHOD OF CALCULATION OF PROPORTIONATE SHARE**: 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 said Premises to the total carpet area of all the other premises/units/ areas/ spaces in the Real Estate Project.
33. **FURTHER ASSURANCES**: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.
34. **PLACE OF EXECUTION**: The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Mumbai City, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution thereof, the said Agreement shall be registered at the office of the Sub-Registrar of Assurances. Hence, this Agreement shall be deemed to have been executed at Mumbai.
35. The Allottee/s and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit the execution thereof.

36. All notices to be served upon the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Courier or Registered Post A.D or notified E-mail ID/Under Certificate of Posting at their respective addresses specified below:

Name of the Allottee/s :  
**Mr/Mrs**\_\_\_\_\_

**Mr/Mrs**\_\_\_\_\_

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

Mobile No. : \_\_\_\_\_

Notified Email ID : \_\_\_\_\_

Name of the Promoter : **M/S. ARIHANT BUILDERS &  
DEVELOPERS,**

Promoter’s Address : Shop No.6, Aditya Heritage, V. N. Purva  
Marg, Sion-Chunabhatti, Mumbai:  
400022

Notified Email ID : \_\_\_\_\_

It shall be the duty of the Allottee/s 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 A.D. failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

37. **JOINT ALLOTTEES:** 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/it, which shall for all intents and purposes be considered as properly served on all the Allottee/s.

38. **STAMP DUTY AND REGISTRATION CHARGES:** The charges towards stamp duty fees and registration charges of this Agreement shall be borne and paid by the Allottee.
39. **DISPUTE RESOLUTION:** Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.
40. **GOVERNING LAW:** This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of law in Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.
41. The Permanent Account Numbers of the parties hereto are as under:

Name	Permanent A/c. No.
M/S. ARIHANT BUILDERS & DEVELOPERS	

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

**THE FIRST SCHEDULE ABOVE REFERRED TO**

***(description of the said Project Property)***

All that piece or parcel of land or ground admeasuring 807.04 Square Meters or thereabouts from out land bearing Survey No.67 to 71, bearing CTS No.830, Village Chembur Taluka, along with structure standing thereon namely Building No.40, Subhash Nagar, Chembur, Mumbai-400071. Mumbai Suburban District and bounded as follows:

- On or towards the East :  
On or towards the West :  
On or towards the North:  
On or towards the South :

**THE SECOND SCHEDULE ABOVE REFERRED TO**

***(the said Premises)***

Flat/Unit No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters carpet area plus \_\_\_\_\_ square meter enclosed balcony on the \_\_\_\_\_ habitable Floor of in the Project to be known as “\_\_\_\_\_” and as shown hatched with **RED** colour in the floor plan annexed and marked as **ANNEXURE “K”** hereto under construction on the said Property more particularly described in the **FIRST SCHEDULE** hereinabove written.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**List of amenities within the said Flat**

**Internal Amenities**

**Bedroom**

**Kitchen**

**Bathroom**

**Common areas, amenities and facilities in the said Building:**

**THE FOURTH SCHEDULE ABOVE REFERRED TO :**

***(Payment Schedule)***

<b>PARTICULARS</b>	<b>PERCENTAGE</b>	<b>AMOUNT</b>
Booking Amount	10%	
On execution of Development Agreement	15%	
On receipt of Commencement Certificate	25%	
Plinth Completion	15%	
1 st Podium Slab	0.5%	
2 nd Podium Slab	0.5%	

PARTICULARS	PERCENTAGE	AMOUNT
1st Floor Slab	1.0%	
2nd Floor Slab	1.0%	
3rd Floor Slab	1.0%	
4th Floor Slab	1.0%	
5th Floor Slab	1.0%	
6th Floor Slab	1.0%	
7th Floor Slab	1.0%	
8th Floor Slab	1.0%	
9th Floor Slab	1.0%	
10th Floor Slab	1.0%	
11th Floor Slab	1.0%	
12th Floor Slab	1.0%	
13th Floor Slab	1.0%	
14th Floor Slab	1.0%	
15th Floor Slab	1.0%	
16th Floor Slab	1.0%	
17th Floor Slab	1.0%	
18th Floor Slab	1.0%	
Terrace Floor Slab	1.0%	
On Block work	4%	
On Plaster	3%	
On Flooring & Plumbing	3%	
Possession	5%	
Total	100.00%	

**Society Charges & Taxes:**

1	Share Money & application entrance fee	Rs.
2	Society Maintenance for [12] Months	Rs.
3	Goods & Service Tax (GST)	As Applicable
4	Any other Taxes, cesses, penalty & interest	As Applicable
	<b>TOTAL: Society Charges</b>	Rs.

**SIGNED, SEALED AND DELIVERED** )

By the withinnamed Promoter )

**M/S. ARIHANT BUILDERS &** )

**DEVELOPERS**, through its Partners, )

(1) Mr.Rupraj Thanamal Jain, )

(2) Mr.Manohar Pandurang Waje, )

in the presence of ...

1.

2.

**SIGNED AND DELIVERED** by                    )  
the withinnamed “Allottee/s”                    )

**Mr/Mrs**\_\_\_\_\_

**Mr/Mrs**\_\_\_\_\_

in the presence of ...

1.

2.

**RECEIPT**

RECEIVED of and from within named Purchaser, a sum of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_)

\_\_\_\_\_ **Only**) being the amount of  
part/full payment payable by the Purchaser to us as per these presents.

**(Receipt valid Subject to realization of Cheque)**

**Rs. \_\_\_\_\_/-**

WE SAY RECEIVED

For **M/S. ARIHANT BUILDERS & )**  
**DEVELOPERS**

**Partner**

Housiey.com



### LIST OF ANNEXURES

- Annexure “A”** - Layout Plan of the said Property
- Annexure “B”** - Commencement Certificate
- Annexure “C”** - A copy of the 7/12 Extract of the said Property
- Annexure “D”** - Sanctioned Layout Plan of the said Property
- Annexure “E”** - A copy of the Certificate of Title
- Annexure “F”** - Floor Plan of the said Flat
- Annexure “G”** - Registration certificate granted by RERA  
Authority