

AGREEMENT FOR SALE

This AGREEMENT FOR SALE (“this Agreement”) is made at Mumbai on this _____ day of _____ 2022;

BETWEEN

ADVAIT BUILDERS AND DEVELOPERS,(PAN: AAQFA1009B)a partnership firm duly incorporated under the provisions of the Indian Partnership Act, 1932, having its registered office at G/078, Ground Floor, Eternity Commercial Premises Co-op-Soc Ltd, Teen Haath Naka, Thane (West) – 400 604 through its Partner Mr. Tushar S. Khatu hereinafter referred to as “PROMOTER/DEVELOPER” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the firm, the survivor or survivors of them, the heirs, executors and administrators of the last surviving partner and his/ her/ their assigns) of the ONE PART;

AND

_____,(PAN: _____),
_____,(PAN: _____)
_____, (PAN _____),
_____, (PAN: _____)

having address at _____, hereinafter referred to as the “Purchaser(s)/Allotee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include (a) in case of individual(s), his/her/their respective heirs, executors, administrators, and permitted assigns; (b) in case of a Partnership Firm, its partners for the time being, the survivors or the last survivor of them and heirs, executors, administrators or the permitted assigns of such last survivor of them; (c) in case of Hindu Undivided Family, the HUF, the members and the coparceners of HUF and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member; and (d) In case of a Company, LLP and body corporate, its successors and permitted assigns)of the OTHER PART:

(The Promoter/Developer and the Purchaser(s) are, wherever the context so requires,

hereinafter individually referred to as “Party” and collectively as the “Parties”).

WHEREAS:

- A. The Maharashtra Housing and Area Development Authority (hereinafter referred to as “MHADA”) is the owner of a larger property situated at Nehru Nagar, Kurla(East), Mumbai-400 024, bearing CTS. No. 2, Survey No.229 & 267 of Village Kurla-3, District Mumbai suburban, within Greater Mumbai(hereinafter referred to as “the said larger property”).
- B. The MHADA prepared a layout of the said Larger property and as per Government Scheme constructed thereon several multi-stored buildings in or about the year 1966-67 and allotted the various tenements therein to the individual allottees on the tenancy basis under various Letters of Allotment and placed the various allottees in possession of their respective tenements.
- C. The MHADA in pursuance of aforesaid scheme had built building bearing no. 126 at Survey No.229 & 267 and C.T.S No. 2(Part) at Nehru nagar, Kurla(East), Mumbai-400 024(hereinafter referred to as said “Old Building”) consisting of ground plus four upper floors for residential purpose and allotted the various tenements therein to the individual allottees. There were 40 members of the Society who were occupying the Old Building. (hereinafter referred to as “Existing Members”)
- D. The allottees of the tenements in Building no.126 came together and formed a Cooperative Society being Nehru Nagar Raigad Cooperative Housing Society Ltd. (“**Society**”), a Co-operative Housing Society duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/HSG/7903/1982-83 and having its registered office at Building No. 126, Nehru Nagar, Kurla(East), Mumbai – 400024.
- E. By Indenture of Lease dated 3rd November 2006, duly registered at the office of the Sub-Registrar of Assurances at Kurla-3 under No. BDR-13/ 9090 of 2006, MHADA granted to Nehru Nagar Raigad Cooperative Housing Society Ltd. (“**Society**”),the land admeasuring about 837.12 sq. mtrs., situated at Nehru Nagar, Kurla (East), Mumbai – 400 024 (“**Land/ProjectLand**”), which Land is more particularly described in the Schedule thereunder written, on lease for 99 years commencing from 1st April 1980 on the terms, conditions and rent therein contained.
- F. By Deed of Sale dated 3rd November 2006, duly registered at the office of the Sub-Registrar of Assurances at Kurla-3 under No. BDR-13/ 9091 of 2006, MHADA sold and conveyed to the Society the building no. 126 standing on the said Land. The Society is also enjoying the adjoining tit bit area of about 205.48 sq. mtrs. The Land and Old Building as well as tit bit area are hereinafter be collectively be referred to as “**Said Property**”.
- G. By Development Agreement dated 15thNovember, 2010, duly registered with the office of

the Sub-Registrar at Kurla-1, under serial no. BDR-3/ 13150 of 2010 (“Development Agreement”), the Society granted development rights in respect of the said Property to the Developer/Promoter herein, on the terms and conditions therein contained.

- H. The Society has also executed in favour of the nominees of the Promoter/Developer herein an irrevocable Power of Attorney dated 2nd December,2010 duly registered with the office of the Sub-Registrar at Kurla-1, under serial no. BDR-13151 authorizing them to do various acts, deeds and matters as may be necessary or required to develop the said property in an effective manner and to complete the obligations/commitments as contemplated in Development dated 15th November,2010.
- I. In or about 2018, DCPR 2034 came into force. In accordance with DCPR 2034 flower bed/niche area is no longer permitted free of FSI. In accordance with policy of MHADA certain additional FSI is permitted to be utilised on the said Property. Thereafter, based on the series of discussions between the Society and Developer/Promoter, the Developer/Promoter had submitted revised offer on 11th May, 2018, which was duly accepted by the Society by passing resolution at its Special General Body meeting held on 11th May 2018.
- J. Each of the members of the society signed the consent letters inter alia recording the revised terms and further recorded that they have already handed over the possession of their respective premises and the Developer/Promoter has already started paying compensation for the temporary accommodation since June 2018. The formal Supplementary Development Agreement (“Supplementary Development Agreement”), recording the revised agreement between the Society and Developer for the development of the Property will be executed shortly.
- K. The Promoter is in possession of the said property and are entitled to construct new building on the said land in accordance with the recitals hereinabove;
- L. By virtue of the Development Agreement/Power of Attorney the Developer/Promoter has sole and exclusive right to sell the flats (other than the flats required to be allotted to the members) in the proposed building to be constructed by the Promoter on the said land and to enter into Agreement/s with the allottee(s)/s of the flat/s and to receive the sale consideration in respect thereof;
- M. Upon demarcation of the said plot along with the tit bit area, the total area worked out to be 1050.16 sq. mtrs. (Comprises of 837.12 sq. mtrs. as per lease plus 213.04 sq. mtrs. Tit bit area). MHADA vide its offer letter dated 12th May 2021, approved the proposal for Development of the area of 1050.16 sq. mtrs., with permissible FSI of 3 plus pro rata built up area and VP/A quota having a total built up area of 6050.48 sq. mtrs. The Developer has paid the entire premium amount before 31st December 2021. MHADA by its offer letter dated

29th December, 2021, agreed to allot 450 sq. mtrs. of additional FSI in the form of balance built-up area of the layout subject to payment of additional consideration as therein mentioned. The Developer/Promoter shall in due course pay such amount and submit revised plans to ensure that ultimately the building to be constructed on the said land will comprise of pit /puzzle/mechanized parking + stilt + up to Seventeen or more upper floors by consuming the FSI of 6500sq. mts. plus Fungible FSI and any additional FSI as may be permissible.

- N. In the meantime, the Promoter through their Architect submitted building plans and applied for IOA, which was duly granted by MHADA on 10th August 2021. A copy of IOA bearing No.MH/EE/BP Cell/GM/MHADA-22/868/2021 is annexed hereto as “**Annexure I**”.
- O. The MHADA has also issued a commencement certificate bearing No. MH/EE/(B.P.)/GM/MHADA-22/868/2021 dated 21st January,2022 to commence construction of the said Project. A copy of the said Commencement Certificate is annexed hereto as “**Annexure II**”.
- P. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals, if any, from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- Q. While sanctioning the building plans, MHADA and other concerned local authorities has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the said property and the said building and upon due observance and performance of which only the Completion or Occupancy certificate in respect of the said building shall be granted by the MHADA/Municipal Council.
- R. SudamBorkar and Associates, Advocates have issued a Certificate of Legal Title Report dated 4th may 2022 certifying the title of the Promoter to the said Property and the right of the Promoter to develop the same, which is annexed hereto as Annexure “III”. Property Card extract showing name of Society in respect of the said property is annexed hereto as Annexure “IV”.
- S. The Promoter has entered into a standard Agreement with _____ who are registered with the Council of Architects and such agreement is as per the Agreement prescribed by the Council of Architects;
- T. The Promoter has appointed a structural Engineer Mr. _____ for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

U. The Promoters have appointed M/s Skyline Vision Pvt Ltd as a Development Manager to help the Developer to manage, supervise, monitor and co-ordinate the Project in the capacity of 'Development Manager'. The Development Manager is part of Skyline group, which has diverse experience in the field of development, construction etc. in real estate. The Development Manager is acting purely as an agent of the Promoter.

V. The Developer has commenced construction of the said building in accordance with the said proposed plans.

W. The Developer has commenced construction of a new residential building on the project land to be known as "ETERNAL" comprising of pit/puzzle/mechanized parking, stilt and up to Seventeen or more upper floors (hereinafter referred to as the "said building/Said Real Estate Project") on the said Property. The Developer shall in due course of time avail additional FSI, TDR, Fungible FSI or such other potentials and submit revised plans so that ultimately the building to be constructed on the said property will comprise of pit /puzzle/mechanized parking+ stilt+ up to seventeen or more upper floors.

X. The Promoters have applied for registration of the Real Estate Project with MahaRera as required under the provisions of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "said Act"). MahaRera has duly registered the Project under registration no. _____ and have issued registration certificate dated _____. Copy of the Registration Certificate issued by MahaRera authorities is annexed hereto as "**Annexure V**".

Y. Prior to execution of this Agreement, the Purchaser(s) has/have demanded inspection from the Promoter and the Promoter has given free, full and complete inspection to the Purchaser(s) of all documents of title relating to the said Property and also the plans, layout, designs and specifications prepared by the Architects, Structural Consultants, the Certificate of Title from Advocates/ Solicitors, Revenue Records and/ or all other documents with regard to the said Property and Real Estate Project, as specified under RERA, including the rules and regulations made thereunder or under any other applicable law.

Z. The Purchaser(s) being desirous of acquiring a Flat in the Real Estate Project, has/have applied to the Promoter to allot a Flat (hereinafter referred to as the "said Flat") in the Real Estate Project. The Flat and the Car Parking if applied for, are hereinafter collectively referred to as the "**said Premises**" and are more particularly described in Part A of SECOND SCHEDULE hereunder written and hatched in Red colour on the Typical Floor Plan hereto annexed and marked as Annexure: "VI". The Promoter hereby agrees to sell to the Purchaser(s) the said Premises at or for the Total Consideration and subject to the terms and conditions more particularly described in Part B of SECOND SCHEDULE here underwritten.

AA. The Purchaser(s) has/have prior to the execution of these presents paid to the Promoter an amount as described in Part B of SECOND SCHEDULE as Part Payment of the Total Consideration of the said Premises agreed to be purchased by the Purchaser(s) (the payment and receipt whereof the Promoter doth hereby admit and acknowledge). The Purchaser(s) has/have agreed to pay to the Promoter the Total Consideration of the said Premises in the manner mentioned in Part B of SECOND SCHEDULE.

BB. The details of common areas, facilities and amenities of the said Building, which shall be used by all the flat/s purchaser/s or occupants of the said Building along with the relevant permissions and approvals are available for inspection on the website of the authority at <https://maharera.mahaonline.gov.in>. The Purchaser/s has/have independently made himself/herself/themselves aware about the specifications and internal amenities provided in the said flat by the Promoter/Developer and is/are made aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings.

CC. The Purchaser/s has/have agreed to purchase said flat in accordance with the provisions of The Real Estate(Regulation and Development) Act,2016 and the rules framed thereunder including model form of Agreement prescribed therein.

DD. Under Section 13 of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Premises, agreed to be sold to the Purchaser(s), and the Parties are therefore executing these presents. The Promoter shall lodge this Agreement for registration before the concerned Sub-Registrar and upon intimation from the Promoter; the Purchaser(s) shall attend the office of Sub-registrar and admit execution thereof so as to get the same registered under the provisions of Indian Registration Act, 1908.

EE. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

FF. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said premises.

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

1. The Parties hereto agree that the recitals to this Agreement shall form an integral part of this Agreement.

2. In this Agreement unless there is anything inconsistent with or repugnant to the subject or

context (a) singular shall include plural and vice versa and (b) masculine shall include feminine and vice versa.

3. CONSTRUCTION OF PROJECT

The Promoters is constructing a new residential building to be known as “ETERNAL” comprising of pit/puzzle/mechanized parking, stilt and up to Seventeen or more upper floors (hereinafter referred to as the “said building/Real Estate project”) on the said Property in accordance with the plans, specifications and designs approved by MHADA, which have been seen and verified by the Purchaser(s), with such variations and modifications as the Promoter may consider necessary or as may be required to be made by the concerned authorities or government from time to time or become necessary due to architectural and structural reasons, for which the Purchaser/s hereby gives his/her/their/its consent and shall not raise any objection in future. PROVIDED THAT the Developer shall obtain prior consent in writing of the Purchaser/s in respect of such variations or modifications only if such variation or modification adversely affect area of the said flat, which the Purchaser/s has/have agreed to purchase and not otherwise.

4. ALLOTMENT OF FLAT AND PAYMENT OF CONSIDERATION:

4a. The Promoter hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the Promoter the said Premises in the said Real Estate Project proposed to be known as “ETERNAL” being constructed by the Promoter on the said property, and more particularly described in Part A of SECOND SCHEDULE hereunder written and hatched in Red colour on the Typical Floor Plan hereto annexed and marked as Annexure:“ VI” for the Total Consideration amount as described in Part B of SECOND SCHEDULE (hereinafter referred to as the “Total Consideration”) which is inclusive of the proportionate cost of common area and facilities appertaining to the said flat and the said building, the nature, extent and description of the common areas and facilities are more particularly described in THIRD SCHEDULE Annexed herewith.

4b. The Purchaser has prior to the execution of these presents paid to the Promoter an amount as described in Part B of SECOND SCHEDULE as Part Payment of the Total Consideration of the said Premises agreed to be purchased by the Purchaser from the Promoter (the payment and receipt whereof the Promoter doth hereby admit and acknowledge). The Purchaser agrees to pay all the balance amounts towards the said Total Consideration and the “Other Charges” in the manner as provided in Part B of SECOND SCHEDULE (time being of the essence).

4c. **MODE OF PAYMENT:** All payments to be made by the Purchaser under this Agreement in favour of the Promoter shall be either by way of cheque/banker's cheque/RTGS/NEFT as under:

If by way of cheque or banker's cheque (as applicable) in favour of:

“ ”,

If by way of RTGS/NEFT:

A	Name of Account Holder	Collection Account
B	Bank Account Number	
C	Name of Bank	Bank
D	Name & Address of Branch	
E	IFSC Code	

4d. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) upto the date of handing over the possession of the said premises. The Purchaser shall be liable to pay the said amount of tax and cess to the Developer separately.

4e. The Developer shall on reaching a particular construction milestone/stage as per Part (B) of SECOND SCHEDULE will forward to the Purchaser/s intimation of the Developer having carried out the aforesaid work at the address given by the Purchaser/s in this Agreement or by Email and the Purchaser/s will be bound to pay the amount of installments within seven days of Developer dispatching such intimation Under Certificate of Posting at the address of the Purchaser/s as given in these presents or on receiving such email from the Developer.

4f. The Purchaser/s hereby confirm/s that the consideration, other charges and all payments under this agreement payable to the Developer are net amount and all other payments including Goods and Services Tax (GST) or any other Tax and all other payments, including all kinds of statutory payments and liabilities (whether payable as per present Law/s and/or as per future Law/s) for sale of the said Flat to the Purchaser/s herein shall be on account of the Purchaser/s alone and same shall be paid and/or settled by the Purchaser/s immediately without making the Developer herein liable/responsible for the same in any manner whatsoever. In case of any delayed payment towards GST and/or any other taxes, by the Purchaser/s, the Purchaser/s shall be liable to pay any penalty that may be levied by such Authority along with interest as may be stipulated by RERA rules on the delayed payment to the Developer or at such rate as may be applicable under relevant law from time to time and the Owner/Developer shall have a first right of lien on the said flat till the amounts, taxes, charges are paid along with interest to the Developer.

4g. The Purchaser is also aware that in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ of 1% of the consideration while making payment to/crediting the account of the Owner/Developer under this Agreement. The amount so deducted by the Purchaser is required to be paid to the Income Tax Authorities on or before the 7th of the next English Calendar month. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the Purchaser electronically only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Owner/Developer, only upon the purchaser submitting the original TDS Certificate within 30 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Owner/Developer in the prescribed Form No. 26AS of the Owner/Developer. The Purchaser further agrees and undertakes that if the Purchaser fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Purchaser alone shall be deemed to be an Assesse in default in respect of such tax and the Owner/Developer shall not be liable for any statutory obligations / liability for non-payment of such TDS.

4h. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

4i. FINAL CARPET AREA: 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 competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand 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 4(b) of this Agreement.

- 4j. **ADJUSTMENT/APPROPRIATION OF PAYMENT:** The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
5. **OBSERVATIONS OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY:** The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.
6. **TIME IS ESSENCE FOR THE PROMOTER AS WELL AS THE PURCHASERS.** The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 4(a) herein above. ("Payment Plan").
7. The Developer have informed the Purchaser/s and Purchaser/s is/are aware that:-
- i. The Promoter has made full and true disclosure of the title of the said Property as well as encumbrances, if any, known to the Promoter in the title report issued by their Advocate.
 - ii. The Promoter has also disclosed to the Allottees the nature of their right, title and interest or right to construct said New Building.
 - iii. Prior to the execution of this Agreement, the Promoter has also given inspection of all documents to the Allottees as required by the said Act.
 - iv. The Allottees, after having acquainted himself/herself/themselves with all the facts and right of the Promoter and after satisfaction of the same, have entered into this Agreement.
8. **DISCLOURE AS TO FLOOR SPACE INDEX:** The Promoter hereby declares that the Floor Space Index utilized as on date in respect of the project land is 6500sq. mts. plus Fungible FSI and Promoter has planned to utilize Floor Space Index of 6500sq. mts. plus Fungible FSI by availing of TDR or FSI available on payment of premiums or FSI

available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations or otherwise approved by the Competent Authority, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 6500sq. mts. plus Fungible FSI, however, the Promoter proposes to utilize any additional FSI as may be approved by the Competent Authority on the project land in the said Project and the Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only

9.1 PAYMENT OF INTEREST: If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat to the Purchaser, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the RERA Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchasers to the Promoter from their respective due dates till the dates of payments.

9.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 9.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee(subject to adjustment and recovery of any agreed liquidated damages being 2.5% of total consideration and all the taxes, stamp duty , registration charges, brokerages paid by the Promoters to all the Authorities/thirdparty in respect of said premises) within a period of thirty days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Allottee to the Promoter simultaneously with Purchaser executing and registering Deed of Cancellation of this Agreement under the Indian Registration Act, 1908. The Stamp Duty,

Registration Fee and costs incidental to registration of such Deed of Cancellation shall be borne and paid by the Allottees.

10.1 AMENITIES AND FIXTURES: The Promoters shall construct the said Real Estate Project as per specifications approved by the competent authority and provide Amenities and Facilities in the Common Areas of standard quality as per the specification more particularly described in THIRD SCHEDULE, hereunder written and the 'Amenities, Fixtures and Fittings' to be provided in the said Flat is more particularly described in FOURTH SCHEDULE, hereunder written. The Purchaser confirms that the amenities and facilities mentioned in the THIRD SCHEDULE and FOURTH SCHEDULE hereto are tentative and are subject to availability.

10.2 The Promoter is constructing a multistorey building and considering necessity to maintain the stability of the building and internal structures, the Allottees shall not make any internal changes such as civil, electrical, plumbing etc. during construction and till delivery of possession of the said Flat to the Allottees. If the Allottees make any such changes after receiving possession of the said Flat, he/she/they shall do so only after obtaining prior permission from the MHADA/local Authority; and such changes shall be at the entire risk and responsibility of the Allottees.

10.3 The Allottee(s) acknowledge/s and understand/s that the Mechanized Car Parking Space/s will be provided, which shall be in the form of stack or puzzle parking or pit parking or any other form of parking and shall be designed to minimize the area and/or volume required for parking cars. (hereinafter referred to as the "Mechanical Parking"). The Allottee/s is aware that such Mechanical Parking involves or may involve operation of one or more machine/s for parking and removing cars and the same could be time-consuming and the Allottee(s) acknowledge/s that the Allottee/s has no objection to the same. The Allottee/s agrees that he/she/they shall not park his/her/their cars at any other place other than the space(s) specifically designated for the parking of the vehicles of the Allottee(s). The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costs and expenses of the maintenance of the Mechanical Parking. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilization of the Mechanical Parking facility or on any other ground.

11. POSSESSION DATE: The Promoter shall give possession of the said premises to the Allottee on or before 31st December day of 2025 or such later date, as may be approved by MahaRERA. If the Promoter fails or neglects to give possession of the said premises to the Purchaser/Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said flat with interest at the same rate as may mentioned in the clause 9.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

FORCE MAJEURE :Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said premises on the aforesaid date, if the completion of building in which the said premises is to be situated is delayed on account of **a Force Majeure Event as stipulated hereunder**. -

(i) war, civil commotion, earthquake flood, fire or any act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

11.1 PROCEDURE FOR TAKING POSSESSION- The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said premises (“Possession Notice”), to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Said premises to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

11.2 The Allottee shall take possession of the Said premises within 15 days of the written notice from the Promoter to the Allottee intimating that the said Said premises are ready for use and occupancy.

11.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF SAID PREMISES: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Said premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said premises to the allottee. In case the Allottee fails to take possession within the time provided in clause 11.1 such Allottee shall continue to be liable to pay maintenance charges and all other outgoings as per clause 14 as applicable.

11.4 DEFECT LIABILITY: If within a period of five years from the date of handing over the Said premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Said premises or the building in which the Said premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. **The Promoter alone shall be responsible for rectifying such defect.**

11.5 PROVIDED HOWEVER that the Allottees shall not carry out any alterations of the whatsoever nature in the said Flat, and specifically in the structure of the said Flat and the said New Building, which shall include without limitation, columns, beams etc. or in the fittings therein. Further, the Allottees 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 damage water proofing and result in seepage of the water. If any of the works as specified hereinabove are carried out then the defect liability automatically shall become void.

11.6 The word defect here means only the manufacturing and 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 the Flat by the Occupants, vagaries of nature etc.

11.7 It shall be the responsibility of the Allottees to maintain the said Flat/building in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Flat are regularly filled with white cement/epoxy to prevent water seepage.

11.8 Further where the manufacturer warranty as shown by the Promoter to the Allottees ends before the defects liability period and where such warranties are covered under the maintenance of the said flat and/or the said New Building, and if the annual maintenance contracts are not renewed by the Allottees or the association of allottees, as the case may be, the Promoter shall not be responsible for any defects occurring due to the same.

11.9 The Allottee/s have been made aware and the Allottee/s expressly agree that the regular wear and tear of the said Apartment and the said New Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature. Such regular wear and tear does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

11.10 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottees, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit with the Promoter a report stating the defects in materials used, in the structure and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

11.11 The Allottees expressly agree that if any damage or change done within the said Flat or in the said New Building by the Allottees or by any third person on and behalf of the Allottees then the Promoter shall not be responsible for the same. The Allottees expressly absolve the Promoter from the said liability and specifically consents that on such act done, he/she/they shall waive his/her/their right to enforce the defect liability on and towards the Promoter.

12. **USER OF PREMISES:** The Allottee shall use the Said premises or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.
13. **BECOME MEMBER OF SOCIETY:** The Purchaser/s herein shall fully co-operate with the Developer to become the member of the Society, and for that purpose, from time to time, sign and execute applications and other documents to become a member and to sign and return all the documents including Bye-Laws to the Developer within seven days of receipt, thereof, time being of the essence. The Purchaser/s shall not make any objection if any changes or modifications are made in the draft Bye-Laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Societies or by

other Authority.

14. Within 15 days after notice in writing is given by the Promoter to the Allottee that the said premises is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society takes charge of the new building, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution per month towards the outgoings more particularly mentioned in Part B of SECOND SCHEDULE. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until charge of new building is taken by Society. On handing over the charge of the said new building to the Society, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society.
15. The Allottee shall on or before delivery of possession of the said premises pay/deposit with the Promoter, the other charges like share application money, entrance fee of the Society, proportionate share of taxes and other charges/levies in respect of the Society, legal costs etc more particularly mentioned in Part B of Second Schedule.
16. The Allottee shall pay to the Promoter all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease more particularly mentioned in Part B of SECOND SCHEDULE.

17.1 UNSOLD UNITS IN THE SAID PROJECT: The Developer shall have absolute authority and control as regards the unsold flats/ parking spaces, if any and the disposal thereof. Promoters shall be entitled, but not obliged to, join as a member of the Society in respect of unsold units, if any, in the Real Estate Project.

17.2 The Promoters shall sell / allot all Flats, car parking spaces intended to be constructed on the said land with a view that, ultimately all the purchasers/allottees of flats in the said new Building shall be admitted to the Society as members. It is agreed and clarified that Promoters shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the unsold units and un allotted car parking spaces separately and independently and the purchasers/allottees of all such flats/units, car parking spaces in said Building shall be admitted to the Society or Association or Limited Company.

18. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building / wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

19. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to

carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said premises to the Allottee in the manner contemplated in this

Agreement;

- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till receipt of Occupation Certificate for the Project;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
20. The Allottee/s or himself/themselves with intention to bring all persons into whatsoever hands the Said premises may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Said premises at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Said premises is taken and shall not do or suffer to be done anything in or to the building in which the Said premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Said premises is situated and the Said premises itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Said premises is

situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Said premises is situated, including entrances of the building in which the Said premises is situated and in case any damage is caused to the building in which the Said premises is situated or the Said premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said premises and maintain the Said premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said premises is situated and shall keep the portion, sewers, drains and pipes in the Said premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Said premises without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. As a result of any work, alteration or modification carried out by the Purchaser, if there are any damages to the adjoining Premises, the Purchaser shall be liable to carry out necessary repairs and the Developer shall be absolved from any liability or responsibility arising on account of such work, alteration or modification under the provisions of RERA.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said premises in the compound or any portion of the project land and the building in which the Said premises is situated.
- vi. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Said premises is situated.
- vii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said premises by the Allottee for any purposes other than for purpose for which it is sold.
- viii. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said premises until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- ix. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that

may be made from time to time for protection and maintenance of the said building and the Said premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Said premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- x. Till a conveyance of the structure of the building in which Said premises is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof,

- xi. In the event of the Purchaser committing any breach or act in contravention of the above provision the Purchaser shall be liable or responsible for the consequences in respect thereof to the Developers or to the concerned authority or other Public authority in that behalf.

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

23. Promoters shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of Said New Building and the Common Areas and Amenities of Said Building and Common Areas and Amenities of Said Building. Such decision shall be final and binding on the Purchaser/s until the execution of the Conveyance and until the contract period of the appointed third

party/agency comes to an end, whichever is later

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24. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/ fees/ charges for services/ commission/ brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ allottee/ both, as the case may be, in accordance with the agreed terms of payment.
25. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said premises or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Said premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Society as hereinbefore mentioned.
26. RIGHT OF THE PROMOTERS TO CREATE A MORTGAGE/ CHARGE/ LIEN:
- a) The Promoters have not created any mortgage or charge on the said Land or any part thereof, save and except as disclosed in the title reports and/or while registering the said Project under RERA and/or elsewhere in this Agreement.
- b) The Promoters are, entitled, to avail financing and/ or credit facilities, and create mortgage/ charge/ lien / raise loans and debts from the Development Manager, Banks, Financial institutions or other persons, for the development of the said Land or any part thereof, without making the Purchaser liable for repayment of the same, by creating mortgage or charge on any units or receivables from sale of such units / premises as may be desired by the Promoters. In case any such mortgage or charge is made or created by the Promoters, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser, who has taken or agreed to take such Premises. The Promoters shall provide requisite NOC, if applicable from such Lender and will clear such loan on or before completion of entire development and handover of the Premises to the Purchaser.
- c) In case the Purchaser avails the financial assistance or home loan *inter-alia* for purchasing or acquiring the said Premises/flat, then in that event, the Promoters shall, at the request and cost of Purchaser, allow the charge, lien or mortgage to be created upon the said Unit/Flat of such financial institution from whom the Purchaser shall avail such financial assistance or loan. It is agreed and understood that the responsibility/ liability of repayment of the said financial assistance/ loan shall be that of the Purchaser
- d) The Purchaser indemnifies and hereby agrees to keep indemnified the Promoters and its successors and assigns from and against any/all claims, costs, charges, expenses, damages and losses which the Promoters, its successors or assigns may suffer or incur by reason of any action that any Bank/ Financial Institution may initiate on account of the loan or for the recovery of the loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the loan.

27. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the

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

28. ENTIRE AGREEMENT

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

29. RIGHT TO AMEND

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

30. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

31. SEVERABILITY

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

32. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said flat to the total carpet area of all the flats in the 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 additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

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

36. NOTICES: That all notices to be served on any of the Parties, as contemplated by this Agreement, shall be deemed to have been duly served if sent to the respective Party by Registered Post A.D./ Speed Post/ Courier or notified Email ID/ Under Certificate of Posting at their respective addresses described in Part C of SECOND SCHEDULE:

It shall be the duty of the respective Parties to inform the others of any change in address subsequent to the execution of this Agreement in the above address by Registered Post/ speed post/ e-mail, failing which, all communications and letters posted at the above address shall be deemed to have been received by such Party.

37. JOINT ALLOTTEES

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

38. STAMP DUTY AND REGISTRATION: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Developer.

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

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and

enforced in accordance with the laws of India for the time being in force and the courts of Mumbai will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to this writing on the day and the year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO
(DESCRIPTION OF THE SAID PROJECT LAND)

All that piece and parcels of leasehold land admeasuring about 837.12 sq. mtrs. plus the tit bit area of 213.04 sq. mtrs bearing CTS No. 2 (pt.) of Village Kurla-3 , survey no.229 and 267(Pt) together with Building No. 126 standing thereon which property is situated at Nehru Nagar, Kurla (East), Mumbai – 400024 within the registration district and sub district of Mumbai suburban.

- On or towards the North by : Bldg. No.128
- On or towards the South by : 18.00 meter wide road
- On or towards the East by :12.25 meter wide road
- On or towards the West by : Bldg. no.125

THE SECOND SCHEDULE ABOVE REFERRED TO:
(DESCRIPTION OF THE SAID PREMISES, CONSIDERATION & PAYMENT TERMS)

PART A	
Description of said Premises	<p>Flat bearing No. comprising of __ (__) Bedrooms, Hall and Kitchen admeasuring _____ Sq. Mt. equivalent to _____ Sq. Ft. (RERA carpet area) on the ^{st/nd/rd/th} (__) Floor along with the exclusive use and occupation of Balcony admeasuring _____ Sq. Mt. equivalent to _____ Sq. Ft. and shown on the typical floor plan hereto annexed as Annexure ‘__’ bounded by red colour line and Car Parking Facility for _____ (_____) Car/s in the Real Estate Project known as “_____” being constructed on the said Land more particularly described in the FIRST SCHEDULE hereinabove written.</p> <p>RERA carpet area means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls.</p>
PART B	
Total Consideration (excluding all applicable taxes and other charges)	Rs. _____/- (Rupees _____ Only)
Amount received (excluding all applicable taxes and other charges)	Rs. _____/- (Rupees _____ Only)

Earnest Money Deposit	Rs. _____/- (Rupees _____ Only)	
Payment Schedule:		
	Details	Amount (Rs.)
	On Booking	9.90%
	On Execution of present agreement within 60-90 from date of booking.	10.10%
	Completion of Plinth	25%
	On Completion of 3rd Slab	5%
	On Completion of 6 th Slab	5%
	On Completion of 10 th Slab	5%
	On Completion of 14 th Slab	5%
	On Completion of top Slab	5%
	On Completion of internal plaster, Flooring, etc	5%
	On Completion of external plaster, Plumbing, etc	10%
	On completion of Lift installation	10%
	On offering possession	5%
	Total Rupees _____ Only	100%
Other Charges:		
Sr. No.	Details	Amount
1	Development Charges	
2	Electrical Charges	
3	Share Money & Entrance fee	
4	Legal Charges	
5	Society Formation and registration Charges	
6	Water Connection Charges	
7	Mahanagar Gas Connection Charges	
8	CAM Charges @ Rs. ____/- Per Sq. Ft. per month for 12 Months	
	Total Rupees _____ Only	
All taxes including Goods and Service Tax (GST) or any other statutory taxes/levies/cess that may be imposed as applicable shall be paid by the Purchaser(s). However, if any increase/revision/new Levy is made applicable, the same will be payable by the Purchaser(s) as per rates applicable time to time. It is expressly understood that the consideration mentioned herein do not include any taxes/levies/cess		
PART C		
Promoters Address For Correspondence	Name	ADVAIT BUILDERS AND DEVELOPERS
	Address	G/078, Ground Floor, Eternity Commercial Premises Co-op-Soc Ltd, Teen Haath Naka, Thane (West) – 400 604
	Email ID	advait.builders@gmail.com
Purchaser(s) Address For Correspondence	Name	
	Address	
	Email ID	

Nominee Details	Name	
	Address	
	PAN	
	AADHAR	
	Relation with Purchaser	
	% Share	

THE THIRD SCHEDULE ABOVE REFERRED TO:
COMMON AREAS, AMENITIES

<u>Sr. No.</u>	<u>List of Amenities and Specification</u>	<u>Stage wise time schedule for completion</u>
1	Entrance Lobbies	Same as Possession date of said Flat
2	Lift Lobbies	Same as Possession date of said Flat
3	Elevators	Same as Possession date of said Flat
4	Meter Room	Same as Possession date of said Flat

THE FOURTH SCHEDULE ABOVE REFERRED TO:
AMENITIES, FIXTURES AND FITTINGS TO BE PROVIDED IN THE SAID FLAT

<u>Items</u>	<u>Description</u>
Flooring	Vitrified tile flooring
Internal Walls	Gypsum finished internal walls
Bathroom	Branded Sanitary ware
Plumbing	CP fittings
Electrical	Electric points will be provided with any ISI brand wiring
Paint	Plastic / Acrylic paints on internal walls of Premium quality
Doors	Wooden Main door and Bathroom doors
Windows	Aluminium Sliding Windows

Signed and Delivered by the within named)
 “Developer”)
 Advait Builders and Developers)
 through its Partner)
 1. _____)
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)
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 in the presence of)

1.

SIGNED AND DELIVERED
by the within named Purchaser

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In the presence of

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