

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT FOR SALE made and entered into at Vashi, Navi Mumbai, on this day of 20....., **BETWEEN MAHAAVIR BUILDCON LLP, PAN NO. AAXFM9951B**, a Limited Liability Partnership registered under the LLP Act, 2008, having its registered office at 302-306, Persipolis, Plot No. 74, Sector 17, Vashi, Navi Mumbai – 400 703, through its Designated Partner **MR.**, hereinafter referred to as “**the Promoters**” (which expression shall in so far as the LLP firm is concerned means the Partner or Partners for the time being of the said Firm the Survivor or Survivors of them and the heirs, executors and administrators of such last Survivor(s) and his/ her/ their assigns) of the **ONE PART**

AND

MR., Age years, having his/her/their Permanent Account No..... **AND MR....** age years having his/her/their Permanent Account No., both Indian inhabitants residing at hereinafter referred to as “**the Purchaser/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the **OTHER PART**

WHEREAS:

- A) The Promoters are well and sufficiently entitled to all that piece and parcel of non- agricultural land and ground admeasuring in aggregate approximately 7604.27 sq. metres as per previous title deeds and 7587.62 sq. metres as per 7/12 extracts out of a larger piece of land bearing Survey No. 42 Hissa No. 2 (formerly 42 (part)), Survey No. 237 Hissa No. 5 (formerly 237(part)) and Survey No. 259 Hissa No. 4 (formerly 259 (part)), all of Village Bhopar, Taluka Kalyan situate at Village Bhopar, Manpada Taluka Kalyan District Thane and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as “**the said Property**”)
- B) Upon submission of plans and layout by the Promoters to The Kalyan Dombivali Municipal Corporation (hereinafter referred to as “**KDMC**”) for granting them permission to develop lands bearing Survey No. 237 Hissa No. 5 (formerly 237(part)) and Survey No. 42 Hissa No. 2 (formerly 42 (part)) contained in the said Property and more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as “**the Development Property**”), KDMC has approved the plans and specifications of the building and issued a Commencement Certificate dated 9th November 2020 bearing Reference No. कडमोंपा/नरवि/बांप/२७ गावे/२०२०—२१/०५ (hereinafter referred to as “**Commencement Certificate**”) and granted its permission to the Promoters to commence construction of a building as per Development Permission and approved Plans on the Development Property subject to the terms and conditions contained therein. A copy of the Commencement Certificate is annexed hereto and marked **Annexure “A”**
- C) By virtue of the aforesaid, the Promoters are entitled to develop the Development Property by constructing thereon as per Development Permission and approved Plans.

- D) A copy of the authenticated copies of the proposed/ sanctioned layout of the building to be constructed by the Promoters on the Development Property is annexed hereto and marked as **Annexure “B”**
- E) The Purchaser(s) has/have satisfied himself/themselves about the title of the Promoters to the Development Property and shall not make any further investigation of title and no requisition or objection shall be raised on any matter relating thereto and that the Purchaser hereby accepts the Promoters' title to the same. The title certificate dated 27th November 2020 is issued by **Mrs. Ambika Gupte, Advocate High Court, Bombay** in that behalf, the authenticated copy of Certificate of Title issued is annexed hereto and marked as **Annexure “C”**;
- F) The Promoters have entered into a Standard Agreement with an **Architect Mr. Shirish G. Nachane** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects
- G) The Promoters have appointed a **Structural Engineer Mr. A. G. Gokhale** for the preparation of the structural design and drawings of the buildings and the Promoters accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building.
- H) The Promoters have informed the Purchaser/s that the total Floor Space Index including TDR FSI & Premium FSI, etc. in respect of the said Property is about 24283 sq.mtrs. and the Promoters will utilize 9204.74 sq.mtrs. in the said project (hereinbelow defined) as per the CC issued by KDMC as mentioned above. The Promoters have also informed the Purchaser(s) that they may utilize part of balance FSI of 15078.26, or TDR FSI & Premium charges FSI etc. for constructing upper floors on the buildings on buildings A & B Wing, Shops on Ground Floor & Offices on 1st Floor to be constructed on the said Project after obtaining permission from the concerned authorities or any incremental FSI or TDR which may be available due to change in FSI norms.

- I) The entire project of the buildings to be constructed on the Development Property shall be known as **"MAHAAVIR PRIDE"** (*hereinafter referred to as "the said Project"*) and the individual building shall be given different wing numbers
- J) The Purchaser/s approached the Promoters in order to purchase a Flat/Shop/Office bearing No..... on the floor in the said Project being developed by the Promoters and in respect thereof sought inspection of all the documents of title relating to the said Plot, the plan, designs and specifications prepared by the Architect, the amenities being provided by the Promoters and such other documents as are specified under the Rules and Maharashtra Real Estate (Regulation and Development) Act, 2016(hereinafter referred to as **"the Real Estate Act"**). After satisfying himself/ herself/ themselves about the right of the Promoters to develop the said Plot, the building plans, designs and specifications and the amenities being offered by the Promoters and the right of the Promoters to sell and dispose of the units, the Purchaser/s offered to the Promoters to sell to him/her/them **Flat/Shop/Office No.**, on **Floor** admeasuring about **sq.mtrs.** carpet area, of the building being constructed by the Promoters and to be known as **"MAHAAVIR PRIDE"** hereinafter referred to as **"the said Unit"**) for the total consideration of Rs./- (Rupees only) which offer has been accepted by the Promoters.
- K) "Carpet Area" means the net usable floor area of the said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Purchaser/s but includes the area covered by the internal partition walls of the said Unit

- L) The authenticated copies of the plans and specifications of the said Unit agreed to be purchased by the Purchaser/s as sanctioned and approved by KDMC have been annexed and marked as **Annexure “D”**. A List of Amenities to be provided by the Promoters in the said Unit are set out in **Annexure “E”** hereto
- M) 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 for Sale on the terms and conditions appearing hereinafter
- N) Prior to the execution of these presents the Purchaser/s has/have paid to the Promoters a sum of Rs./- (Rupees only) being part payment of the sale consideration of the said Unit agreed to be sold by the Promoters to the Purchaser/s (the payment and receipt whereof the Promoters do hereby admit and acknowledge) and the Purchaser/s has agreed to pay to the Promoters the balance of the sale consideration as mentioned in the payment schedule attached herewith.
- O) The Promoters have registered the said Project under the Real Estate Act with the Real Estate Regulatory Authority (hereinafter referred to as “**the said Authority**”) under Registration No.
- P) Under Section 13 of the Real Estate Act, the Promoters is required to execute a written Agreement for sale in respect of the said Unit with the Purchaser/s being in fact these presents and also to register the said Agreement under the Indian Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement for Sale and as mutually agreed upon by and between the parties, the Promoters hereby agrees to sell and the Purchaser/s hereby agree/s to purchase the said Unit and the covered parking (if applicable)

Q) The parties hereto are desirous of recording the terms and conditions of the sale of the said Premises by the Promoters to the Purchaser/s in the manner hereinafter appearing

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1. DEVELOPMENT OF THE SAID PLOT:

The Promoters shall construct a building on all that piece and parcel of land bearing Survey No. 237 Hissa No. 5 (formerly 237(part)) and Survey No. 42 Hissa No. 2 (formerly 42 (part)) lying being and situate at all of Village Bhopar, Taluka Kalyan situate at Village Bhopar, Manpada Taluka Kalyan District Thane (forming part of the said Property described in the First Schedule hereunder written) and more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as “**the Development Property**”) for residential/commercial user in accordance with the plans, designs and specifications approved and sanctioned by the Kalyan and Dombivali Municipal Corporation (hereinafter referred to as “**KDMC**”) and as specified under the Rules and Maharashtra Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the Real Estate Act**”) and which the Purchaser(s) herein has seen and approved with only such variations and modifications as the as may be required by KDMC or any other authority. The Purchaser(s) hereby further agree and consent for any other variation or modification which the Promoters may consider necessary in the said Project including making development of Survey No. 259 Hissa No. 4 (formerly 259 (part)) forming part of the said Property as a part of the said Project, provided the same is approved by KDMC and/ or other authorities from time to time.

2. THE SAID PROJECT/ THE SAID UNIT:

The Purchaser/s hereby agrees to purchase and acquire Flat/Shop/Office No....., on **Floor** admeasuring sq.mtrs.carpet (total usable area shall be as per the floor plan attached herewith), of the building being constructed by the Promoters on the Development Property in the building project to be known as “**MAHAAVIR PRIDE**” (hereinafter referred to as “**the said Project**”), more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as “**the said Unit**”) on the terms and conditions hereinafter appearing. The internal design of the said Unit is as per the drawings of plans shown and verified by the Purchaser/s, which are annexed herewith and marked **Annexure “D”**. It is clarified that the dimensions indicated in plans are the area of the unfinished dimensions between all the walls of the said Unit, including door jams area.

3. APPLICABILITY OF THE PROVISIONS OF RERA:

- 3.1 This Agreement for Sale shall always be subject to the provisions contained in the Real Estate Act and any amendment therein or re-enactment thereof for the time being in force.
- 3.2 The Purchaser/s has/have, prior to execution of this Agreement acquainted themselves with all the facts as to the nature of the right and title of the Promoters in the said Plot and/or the said Unit. The Purchaser/s has/have no further requisitions or objections on any matter relating thereto.

4. CONSIDERATION / TAXES / SCHEDULE OF PAYMENT / TIME BEING THE ESSENCE:

- 4.1 The Purchaser/s agree/s to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser/s the said Unit for the total lump sum consideration of **Rs./- (Rupees only)** which includes the price of the common areas and facilities appurtenant to the said Unit appurtenant to the said Unit, the nature, extent and description of the common areas and facilities which are more particularly described in

the **Fourth Schedule** herein under written. It further includes Maharashtra State Electricity Board (MSEB) Electrical Security Deposits, Meter Connection Charges, Service Connection Charges, Service Line Charges, road Re- installment Charges, cable Laying Feeder Pillar and Cost of Transformer(s), Water Resource Charges, Capital Contribution Charges for Water, Water Deposit and Connection Charges, Drainage Charges, Cost of Manholes and Repairing Charges, Scrutiny Fees, Development Charges of KDMC, Capitation fees for Fire, Legal fees, Cost of formation and registration of Society including share money, application entrance fee of the Society etc. or any other Deposits.

4.2 The Purchaser/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser/s 1 (one) covered parking spaces - situated at stilt/ stack in stilt being constructed in the layout for the consideration of Rs. 0/-.

4.3 The total aggregate consideration amount for the said Unit including covered parking spaces (if applicable) is thus Rs...../- (Rupees only).

4.4 The Purchaser/s has paid on or before execution of this Agreement for Sale a sum of **Rs...../- (Rupees only)** (not exceeding 10% of the total consideration) as advance payment and hereby agrees to pay to the Promoters the balance amount of **Rs...../- (Rupees only)** as per the payment schedule annexed herewith and marked **Annexure “F”**.

4.5 The total consideration above excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Unit. The Purchaser/s shall be liable to pay to the Promoters all Taxes (consisting of tax paid or payable by way of

Value Added Tax, Service Tax, GST or any other tax in connection with the construction of and carrying out the Project).

4.6 The total consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertakes and agree that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters 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 Purchaser/s which shall only be applicable on subsequent payments.

4.7 The Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s after 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by the Purchaser/s within thirty days with annual interest at the rate specified in the Rules as applicable to the State of Maharashtra framed under the Real Estate Act from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area of the said Unit, the Promoters shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement for Sale.

- 4.8 The Purchaser/s authorizes the Promoters 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 Promoters may in their sole discretion deems fit and the Purchaser/s undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.
- 4.9 The Purchaser/s shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to the Promoters within seven 07 days after such deduction is made.
- 4.10 Provided that the receipt for the payment made shall be issued by the Promoters only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoters or in the account as Promoters subsequently intimated to the Purchaser/s and the TDS certificate is received by the Promoters from the Purchaser/s.
- 4.11 Time is essence for the Promoters as well as the Purchaser/s. The Promoters shall abide by the time schedule for completing the said Project and handing over the possession of the said Unit to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate, part occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under this Agreement for Sale subject to the simultaneous completion of construction by the Promoters.
- 4.12 The Purchaser has clearly understood and accepted the implications of the above provisions and does hereby expressly agreed ratified and confirmed the same. The aforesaid conditions are of the essence of this contract. Only upon the Purchaser agreeing to the aforesaid conditions as a condition precedent, the Promoters have agreed to sell the said Unit to the Purchaser. The Purchaser shall not be entitled to object to any of the aforesaid provisions rights and authorities hereby granted to the Promoters or claim

any reduction in price of the Premises on such or other grounds like damage hardship or inconvenience or obstruction of air light or otherwise in respect of the Premises or any portion of the said Plot. The Purchaser does hereby agree not to directly or indirectly do or cause to be done or omit or cause to be omitted any act deed matter or thing and/or adopt any legal or quasi legal proceedings or actions whereby the further development of the entire Plot with the Buildings by the Promoters or others is in any manner hindered hampered or obstructed.

5. FLOOR SPACE INDEX (FSI)/POSSESSION:

- 5.1 The Promoters hereby declare that the total Floor Space Index including TDR FSI & Premium FSI etc. in respect of the said Plot is about 24283 sq.mtrs. and the Promoters will utilize 9204.74 sq.mtrs. in the said Project as per the CC issued by KDMC as mentioned above. The Promoters have also informed the Purchaser(s) that they may utilize part of balance FSI of 15078.26, or TDR FSI & Premium FSI etc. for constructing upper floors on the buildings on buildings A & B Wing, Shops on Ground Floor & Offices on 1st Floor to be constructed on the said Project after obtaining permission from the concerned authorities or any incremental FSI or TDR which may be available due to change in FSI norms. The Purchaser/s has agreed to purchase the said Unit on this information and also on the understanding that any incremental FSI which may be available due to change in FSI norms shall belong to the Promoters and shall be utilized by the Promoters as it deems fit on the said Plot.

6. CONSEQUENCES OF DELAY BY PROMOTERS OR PURCHASER/S

- 6.1 If the Promoters fails to abide by the time schedule for completing the said Project and handing over the possession of the said Unit to the Purchaser/s, the Promoters agrees to pay to the Purchaser/s, who does not intend to

withdraw from the said Project, interest as specified in Rule 18, (hereinafter referred to as “**the said Rule**”), on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession of the said Unit. The Purchaser/s agrees to pay to the Promoters, interest as specified in the said Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement for Sale from the date the said amount is payable by the Purchaser/s to the Promoters.

7. DEFAULT BY PURCHASER/S:

- 7.1 Without prejudice to the right of Promoters to charge interest in terms of Clause 6(1) above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement for Sale (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Promoters may at his sole option, be entitled to terminate this Agreement for Sale Provided that the Promoters shall give notice of fifteen days in writing to the Purchaser/s by Registered Post A.D. at the address provided by the Purchaser/s and/or mail at the e-mail address provided by the Purchaser/s of its intention to terminate this Agreement for Sale and of the specific breach or breaches of terms and conditions in respect of which it intends to terminate this Agreement for Sale. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement for Sale Provided further that upon termination of this Agreement for Sale as aforesaid, the Promoters shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters) within a period of thirty days of the termination, the

installments of sale consideration of the said Unit which may till then have been paid by the Purchaser/s to the Promoters.

8. CANCELLATION/TERMINATION OF AGREEMENT:

8.1 If the Purchaser/s requests the Promoters to cancel this Agreement for any reason whatsoever and offers to surrender the said Unit, the Promoters may at its option accept the offer of surrender by the Purchaser/s pursuant to which the Promoters shall be entitled to forfeit 10% of the total consideration amount payable by the Purchaser/s to the Promoters to purchase the said Unit under this Agreement and shall refund to the Purchaser/s the balance amount, if any, remaining, from the amounts paid by the Purchaser/s to the Promoters under this Agreement (excluding statutory amounts and subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) to the Purchaser/s (but without any interest, compensation, damages or costs) after the Promoters sell the said Unit to any other prospective buyer and receives the entire consideration from the prospective buyer Provided that in the event the amount required to be forfeited by the Promoters as aforesaid is more than the amount paid by the Purchaser/s to the Promoters, then the Purchaser/s shall pay the amount fallen short within 7 days from cancellation of this Agreement.

8.2 In the event the Promoters terminates this Agreement in terms of Clause 7.1 on account of failure of the Purchaser/s to rectify the breaches committed by him/her/them, then the Promoters shall be entitled to forfeit 10% of the total consideration amount payable by the Purchaser/s to the Promoters to purchase the said Unit under this Agreement as and by way of liquidated damages in addition to receiving interest from the Purchaser/s as stated in the above Clause 6.1.

9. FIXTURES AND FITTINGS:

- 9.1 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoters in the said Unit as are set out in **Annexure 'E'**, annexed hereto.

10. POSSESSION:

- 10.1 The Builders shall give possession of the said Unit to the Purchaser/s on or before 31/12/2027. If the Builders fails or neglects to give possession of the said Unit to the Purchaser/s by the aforesaid date then the Builders shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Unit with interest at the same rate as may mentioned in the Clause 6.1 herein above from the date the Builders received the sum till the date the amounts and interest thereon is repaid. Provided that the Builders shall be entitled to reasonable extension of time for giving delivery of the possession of the said Unit on the aforesaid date, if the completion of building in which the said Unit is to be situated is delayed on account of (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 10.2 Procedure for taking possession- The Promoters upon obtaining the occupancy certificate or part occupancy certificate from the competent authority and receiving the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the said Unit to the Purchaser/s in terms of this Agreement to be taken within two months from the date of receipt of such notice and the Promoters shall give possession of the said Unit to the Purchaser/s. The Promoters agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoters or association of said Purchaser/s, as the case may be. The Promoters on his behalf shall offer the possession to the said Purchaser/s in

writing within two months of receiving the occupancy certificate/ part occupancy certificate of the said Project.

10.3 Failure of the Purchaser/s to take Possession of said Unit: Upon receiving a written intimation from the Promoters as per Clause 10.2, the Purchaser/s shall take possession of the said Unit from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoters shall give possession of the said Unit to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in Clause 10.2 such Purchaser/s shall continue to be liable to pay maintenance and other charges, taxes and other amounts demanded by the Promoters along with interest thereon as may be fixed by the Promoters.

10.4 On getting the Occupancy Certificate/ Part Occupancy Certificate, the Promoters may handover possession of the said unit to the Purchaser/s even though electricity and water supply have not commenced by the respective competent authorities. The Purchaser/s shall not be entitled to raise any claim/ demand on the Promoters for the delay in getting the supply of electric and water. On the Promoters offering possession of the said Unit to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

11. STRUCTURAL DEFECTS OF WORKMANSHIP OR SERVICE

11.1 If within a period of five years from the date of obtaining Occupation certificate, the Purchaser/s brings to the notice of the Promoters any structural defect in the said Unit or the building in which the said Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such

defects, then the Purchaser/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Real Estate Act Provided that the liability of the Promoters under this Clause shall be payable only if no unauthorized construction has been carried out by the Purchaser/s or other purchasers of units in the building and/ or any other default committed by the Purchaser and/ or other purchasers of units in the building.

- 11.2 The Purchaser/s shall use the said Unit or any part thereof or permit the same to be used for purpose of residence/commercial use only. The Purchaser/s shall use the garage or parking space only for purpose of keeping or parking vehicle.

12. CAR PARKING:

- 12.1 The Purchaser/s shall use the covered parking space (hereinafter referred to as “**Car Parking**”) agreed to be purchased by the Purchaser/s under these presents for purpose of keeping or parking vehicle only.
- 12.2 The location of the Car Parking is subject to final building plan approved by the concerned authorities at the time of granting occupancy certificate and the exact number and possession of the Car Parking shall be allotted at the time of handing possession of the said Unit.
- 12.3 The Purchaser/s undertakes and assures not to raise objection in case of change in the present location of the Car Parking provided under this Agreement.
- 12.4 The Purchaser/s shall not be allowed to allot/transfer/let-out the Car Parking to any outsider/visitor.
- 12.5 The Purchaser/s shall not park his/its car/vehicle in any space except for his/their/its designated car parking space.

13. FORMATION OF SOCIETY/ ASSOCIATION/ LIMITED COMPANY/ CONVEYANCE:

- 13.1 The Purchaser/s along with other purchasers of units in the building shall within a period of three(3) months of the majority of allottees having booked their units in the said Project, join in forming and registering the Society to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the said Purchaser/s, so as to enable the Promoters to register the common organization of the Purchaser/s. No objection shall be taken by the Purchaser/s if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies. Any delays in signing and handing over of documents by the Purchaser/s to the Promoters shall not constitute default of the Promoters and the prescribed time period shall stand extended accordingly. The Purchaser/s shall be liable to be expelled from the Society if the Purchaser/s defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from the Promoters shall be sufficient document.
- 13.2 The Promoters shall, within three months after obtaining the occupancy certificate from the concerned authority in respect of the said Project cause to be transferred to the Society all the right, title and the interest of the Promoters in the said Project save and except the unsold units in the Building, which the Promoters shall be entitled to sell to third party purchasers and/ or deal with them in such manner as the Promoters deems it fit.

14. MAINTENANCE OF SOCIETY TRANSFER OF THE SAID UNIT BY THE PURCHASER/S

- 14.1 Within 15 days after notice in writing is given by the Promoters to the Purchaser/s that the said Unit is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Plot and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, AMC of lifts, Diesel Generator Set, car parking, firefighting, intercom, 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 Plot and building/s. Until the Society is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s's share is so determined the Purchaser/s shall pay to the Promoters provisional monthly contribution which shall be informed by the Promoters to the Purchaser/s at the time of handing over the possession of the said Unit towards the outgoings or such incremental amount. The monthly contribution shall be payable in advance for such period as may be informed by the Promoters to the Purchaser/s. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until the assignment of lease of the structure of the building or wing is executed in favour of the Society as aforesaid.
- 14.3 If the Purchaser/s, before the handing over of charge of the Project to the said Society by the Promoters after the occupancy certificate in respect of the said Project is obtained by the Promoters, desires to sell or transfer his/her/their interest in the said Unit or wishes to transfer or give the benefit

of this Agreement to some other person, the same shall be done only after the Purchaser/s obtains the prior written permission of the Promoters in that behalf. In the event of the Promoters granting such consent, the Purchasers shall be liable to and shall pay to the Promoters such sums as the Promoters may in its absolute discretion determine by way of the administrative and other costs, charges, expenses pertaining to the same provided however that such transferee(s)/assignee(s) of the Purchaser/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Purchaser/s to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee(s)/assignee(s) also. The Purchaser/s and the persons to whom the said Unit is permitted to be transferred with the written consent of the Promoters, shall observe and perform by laws and/or the rules and regulations of the said Society, as and when registered and the additions, alterations or amendments thereof and shall also observe and carry out the building rules and regulations and the bye-laws for the time being of the municipal council and/or public bodies. The Purchaser/s and persons to whom the said Unit is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by the said Society, regarding the occupation and use of the said Unit and the said Building and shall pay and contribute regularly and punctually towards rates, cess, taxes and/or expenses and all other outgoings.

15. STAMP DUTY AND REGISTRATION CHARGES:

- 15.1 At the time of registration of conveyance or lease of the structure of the building and the said Plot, the Purchaser/s shall pay to the Promoters, the Purchaser/s' share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the building and the said Plot.

16. UNSOLD UNITS IN SAID PROJECT:

- 16.1 The Promoters shall be admitted as a member of the Society in respect of unsold units upon registration of the Society.
- 16.2 The Promoters shall be entitled to sell the unsold units in the said Project without permission or consent of the Society and/or its members. The prospective Purchaser/s of such unsold units shall be admitted by the Society as members and no objection shall be raised either by the Society or the then members of the Society.
- 16.3 The Purchaser/s or the Society shall not be entitled to demand any transfer charges or any other sum of money by whatever name called for the transfer of the unsold units by the Promoters to the prospective Purchaser/s from the Promoters or the prospective Purchaser/s.
- 16.4 The Promoters shall also be entitled to the car parking reserved for the unsold units by the Promoters and the Society or Purchaser/s shall not stake claim on such parking.
- 16.5 The Promoters shall be entitled to mortgage all or any of the unsold units in the said Project with financial institutions Provided that the Society shall not charge or demand any fees or charges or any other sum of money by whatever name called from the Promoters or the financial institutions for issuing their NOC to mortgage the unsold unit(s) Provided further that the Society shall issue the NOC required by the Promoters promptly in the manner laid down in its bye-laws without any separate NOC from Society or its members.
- 16.6 The Promoters shall not be liable to pay any maintenance or common expenses in respect of the unsold and/or unused Unit in the said building before or after the formation of the Society. The Promoters shall, however, bear and pay the Municipal Taxes of their shares of unsold unit/s.

16.7 The Promoters is entitled to all the rights of a member of Society i.e. right to attend meetings, right to vote in the meeting etc. until they cease to be a member after selling all the unsold units or otherwise.

17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:-

17.1 The Promoters hereby represents and warrants to the Purchaser/s as follows:

- i.) The Promoters have clear and marketable title with respect to the said Plot as declared in the title certificate annexed to this Agreement and have the requisite rights to carry out development upon the said Plot and also has actual, physical and legal possession of the said Plot for the implementation of the said Project;
- ii.) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;
- iii.) There are no encumbrances upon the said Plot or the project except those disclosed in the title report;
- iv.) There are no litigations pending before any Court of law with respect to the said Plot or project except those disclosed in the title certificate;
- v.) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, the said Plot and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project, the said Plot and said building shall be obtained by following due process of law and the Promoters have been and shall,

at all times, remain to be in compliance with all applicable laws in relation to the said Project, the said Plot, building and common areas;

- vi.) The Promoters 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 Purchaser/s created herein, may prejudicially be affected;
- vii.) The Promoters 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 Plot, including the said Project and the said Unit which will, in any manner, affect the rights of the Purchaser/s under this Agreement;
- viii.) The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s in the manner contemplated in this Agreement;
- ix.) At the time of execution of the conveyance/ assignment of lease of the structure and the said Plot to the Society the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Purchaser/s;
- x.) The Promoters have duly paid and shall continue to pay and discharge till the occupancy certificate in respect of the said Project is obtained by them, 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;
- 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 Promoters in

respect of the said Plot and/or the said Project except those disclosed in the title report.

18. COVENANTS OF THE PURCHASER/S:

18.1 The Purchaser/s or himself / themselves with intention to bring all persons into whosoever hands the said Unit may come, hereby covenants with the Promoters as follows :-

- i.) To maintain the said Unit at the Purchaser/s own cost in good and tenantable repair and condition from the date that of possession of the said Unit is taken and shall not do or suffer to be done anything in or to the building in which the said Unit 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 Unit is situated and the said Unit itself or any part thereof without the consent of the local authorities, if required.
- ii.) Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature or any material prohibited under any law or are so heavy as to damage the construction or structure of the building in which the said Unit 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, lift or any other structure of the building in which the said Unit is situated, including entrances of the building in which the said Unit is situated and in case any damage is caused to the building in which the said Unit is situated or the said Unit on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- iii.) To carry out at his/ her/ their own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the said Unit is situated or the said Unit 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 Purchaser/s committing any act in contravention of the above provision, the Purchaser/s 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 Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Unit is situated and shall keep the portion, sewers, drains and pipes in the said Unit 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 Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Unit without the prior permission of the Promoters, the Society or Association or the Limited Company and/ or the concerned local authority.
- v.) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot and the building in which the said Unit 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 Unit in the compound or any portion of the said Plot and the building in which the said Unit is situated.
- vii.) Pay to the Promoters within fifteen days of demand by the Promoters, 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 Unit is situated.
- viii.) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Unit by the Purchaser/s for any purposes other than for purpose for which it is sold.
- ix.) The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Unit until all the dues payable by the said Purchaser/s to the Promoters under this Agreement are fully paid up.
- x.) The Purchaser/s shall observe and perform all the rules and regulations which the Society 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 Unit 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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Unit in the Building and shall pay and

contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi.) Till a conveyance of the structure of the building and the said Plot in which said Unit is situated is executed in favour of Society, the Purchaser/s shall permit the Promoters and his 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.
- xii.) For a period of five years after the handing over of the possession of the said Unit, the Purchaser/s shall not carry out any construction, alteration or addition in the said Unit Provided that in the event the Purchaser/ s carries out any construction, alteration or addition in the said Unit during the aforesaid period, then the Promoters shall not be liable for any defect including any structural in workmanship, quality or provision of services or any other obligation of the Promoters in terms of Section 14 of the RERA Act or any other law for the time being in force Provided further that the Purchaser/s shall be entitled to construct, alter or add anything in the said Unit after the period of five years aforesaid only after seeking permission from the concerned authorities and/ or as per law.
- xiii.) The Purchaser/s hereby gives his consent and/or no objection to the Promoters to utilize the balance FSI over the said Plot in such manner as the Promoters deems it fit, if available.
- xiv.) The Purchaser/s shall pay and continue to pay and discharge all 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 after the occupancy certificate is obtained by the Promoters in respect of the said Project.

19. SEPARATE ACCOUNT:

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

20. AGREEMENT TO PURCHASE UNIT:

- 20.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said Plot and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, common terraces, recreation spaces, will remain the property of the Promoters until the said structure of the building and the said Plot is transferred to the Society.

21. MORTGAGE/ CHARGE:

- 21.1 There are no other mortgages/ charges over the said Plot and/ or the said Project and the Promoters covenant that after the Promoters executes this Agreement it shall not mortgage or create a charge on the said Unit 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 Purchaser/s who has taken or agreed to take such Unit.
- 21.2 Over and above the consideration and other amounts payable by the Purchaser/s, the Purchaser/s hereby agree that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, service charge etc. after the date of this Agreement to local authority or to the State/

Central Government or in the event of any other payment for a similar nature becoming payable in respect of the said Project and/ or in respect of the said Unit or other units, the same shall be paid by the Promoters, however, the same would be reimbursed by the Purchaser/s to the Promoters in proportion of the area of the said Unit to the total area of the said Project.

22. BINDING EFFECT:-

22.1 Forwarding this Agreement to the Purchaser/s by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser/s(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever after deducting 10% of the total consideration amount payable by the Purchaser/s to the Promoters to purchase the said Unit as and by way of liquidated damages.

23. ENTIRE AGREEMENT:

- 23.1 This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes 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 Unit.

24. RIGHT TO AMEND

- 24.1 This Agreement may only be amended through written consent of both the parties.

25. APPLICABILITY:

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

26. SEVERABILITY:

- 26.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Maharashtra Real Estate (Regulation and Development) Act, 2016 and the Rules made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Maharashtra Real Estate (Regulation and Development) Act, 2016 and the Rules 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.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

- 27.1 Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other the purchasers in the said Project, the same shall be in proportion to the carpet area of the said Unit to the total carpet area of all the units in the Project.

28. FURTHER ASSURANCES:

- 28.1 Both the 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.

29. PLACE OF EXECUTION:

- 29.1 The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Purchaser/s, in after the Agreement is duly executed by the Purchaser/s and the Promoters 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 Kalyan/ Thane.

30. REGISTRATION:

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

31. NOTICE:

31.1 That all notices to be served on the Purchaser/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of the Purchaser/s :

Address :

Notified Email ID :

Name of the Promoters : Mahaavir Buildcon LLP

Address : 302-306, Persipolis, Plot No. 74, Sector 17,
Vashi, Navi Mumbai – 400 703

Email ID : admin@mahaavir.com

Phone Nos. : 022 41572600

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

32. STAMP DUTY AND REGISTRATION CHARGES:

32.1 All out of pocket costs, charges and expenses excluding the stamp duty and registration charges of and incidental to this Agreement for Sale shall be

borne and paid by the Purchaser/s. The stamp duty and registration charges shall be borne and paid by the Purchaser/s.

33. INVESTOR CLAUSE:

The Purchaser/s has purchased the said Unit as an Investor. The Purchaser/s intends to sell the said Unit within a period of one year from the date of this Agreement. In the event the said Unit is sold within one year then the Purchaser/s shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 2015. Without prejudice to the Purchaser/s right as an Investor, the Purchaser/s may continue to hold the said Unit like any other Purchaser/s if he/they does not sell it within one year.

34. JURISDICTION:

34.1 The Courts at Thane shall have the exclusive jurisdiction to try, entertain and dispose off the disputes between the Purchaser/s and the Promoters.

IN WITNESS WHEREOF the parties hereto set and subscribe their respective hands and seals the day and the year first hereinabove written.

THE FIRST SCHEDULE HERINABOVE REFERRED

ALL THOSE pieces and parcels of all that piece and parcel of non- agricultural land and ground admeasuring in aggregate approximately 7604.27 sq. metres as per previous title deeds and 7587.62 sq. metres as per 7/12 extracts out of a larger piece of land bearing Survey No. 42 Hissa No. 2 (formerly 42 (part)), Survey No. 237 Hissa No. 5 (formerly 237(part)) and Survey No. 259 Hissa No. 4 (formerly 259 (part)), all of Village Bhopar, Taluka Kalyan situate at Village Bhopar, Manpada Taluka Kalyan District Thane within the limits of Kalyan Dombivali Municipal Corporation and bounded as follows that is to say:

On or towards the North	:	Road
On or towards the East	:	Dombivali – Manpada Road
On or towards the South	:	Rangwallas Property (Horizon Banquet Hall & Sarvodaya Anand Building)
On or towards the West	:	Dadaji Dhakan's Property (Dhanalaxmi Fabrics)

THE SECOND SCHEDULE HEREINABOVE REFERRED

ALL THAT Survey No. 237 Hissa No. 5 (formerly 237(part)) and Survey No. 42 Hissa No. 2 (formerly 42 (part)) in the lands mentioned in the First Schedule hereinabove written being lands lying being and situate at Village Bhopar, Taluka Kalyan situate at Village Bhopar, Manpada Taluka Kalyan District Thane

THE THIRD SCHEDULE HEREINABOVE REFERRED

Flat/Shop/Office No. _____, on _____ **Floor** admeasuring _____ sq.mtrs. carpet area (equivalent to _____sq.ft.), and terrace admeasuring about _____sq.mtrs. (equivalent to _____sq.ft.) appurtenant to the above flat on the building to be known as “**MAHAAVIR PRIDE**” lying being and situate on the land more particularly described in the Second Schedule herein above written being Survey No. 237 Hissa No. 5 (formerly 237(part)) and Survey No. 42 Hissa No. 2 (formerly 42 (part)) in the lands mentioned in the First Schedule hereinabove written being lands lying being and situate at Village Bhopar, Taluka Kalyan situate at Village Bhopar, Manpada Taluka Kalyan District Thane

THE FOURTH SCHEDULE HEREINABOVE REFERRED

Description of Common Areas and Facilities

GENERAL AMNITIES

- Earthquake resistant RCC structure.
- Texture finish external wall with acrylic paint.

- DG for common area lighting and elevators.
- Decorative and double height entrance lobby with Italian marble finish.
- Decorative typical floor lobbies.
- Rain water harvesting.
- CCTV camera for ground and common area.
- Reputed makes high speed automatic elevators.

CLUB HOUSE, PODIUM AND LANDSCAPE

- AC party hall.
- Indoor games area.
- Air-conditioned fully equipped gymnasium with steam room.
- Swimming pool with jacuzzi and kid’s pool.
- Outdoor open gymnasium area.
- Landscape garden on podium level
- Kids play area with rubber flooring.
- Outdoor multipurpose play court.
- Jogging Track

SIGNED SEALED AND DELIVERED)

by the within named the Promoters)

MAHAAVIR BUILDCON LLP)

through its Designated Partner)

MR.)

in the presence of)

1.

2.

SIGNED SEALED AND DELIVERED)

by the within named Purchaser/s)

.....)

.....)

in the presence of)

1.

2.

RECEIPT

RECEIVED a sum of Rs. _____/- (Rupees _____ Only) by
_____ EMD/ Booking amount of sale price towards the sale of Flat/Shop/Office
No. _____ on _____ Floor, on or before execution of these presents paid
by him/ her/ them to us as per the details herein below mentioned.

Sr. No.	Date	Bank & Branch	Cheque No.	Amount

WE SAY RECEIVED

MAHAAVIR BUILDCON LLP

MR. _____

PARTNER

WITNESS:-

Annexure “A”

A copy of Commencement Certificate issued by KDMC

Annexure “B”

Copies of the plans of the Layout as of the said Project approved by KDMC

Annexure “C”

A copy of the Certificate of Title issued by Mrs. Ambika Gupte, Advocate High
Court, Bombay

Annexure “D”

Copies of the plans of the Unit as approved by KDMC

Annexure “E”

Amenities to be provided in the said Unit

Annexure “F”

Payment Schedule

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ANNEXURE – E

A List of Amenities to be provided by the Promoters in the said Unit.

Residential Unit

LIVING AND BEDROOM:

Flooring:

- 800 mm x 800 mm branded vitrified tiles in living and all rooms.
- Ceramic tiles flooring in sun deck.

Wall Finish:

- Internal walls with gypsum finish & ceiling with designer cornice.
- Plastic emulsion paint in the entire flat.

Door and Hardware:

- Wooden door frame with melamine polish.
- Designer flush doors with both side laminate & elegant hardware fittings.

Window:

- Anodized aluminium sliding windows with 5 mm tinted glass and mosquito net
- Granite photo frame in all window.

Electrical:

- Concealed copper wiring with circuit breakers and TV points and Internet wiring.
- Branded modular switches and switchgears
- Concealed wiring provision for inverter in all room.
- Video door with flat to flat intercom.

BATHROOMS

- Provision of geyser in all bathrooms.
- C-PVC concealed piping for plumbing.
- Designer tile in wall and floor up to lintel level.
- Plastic paint in bathrooms above the lintel level.
- Jaquar or equivalent brand CP fittings.
- Branded sanitary ware with dual flush valve.
- Provision for exhaust fan.
- Washbasin with granite counter top.

KITCHEN

- Granite kitchen platform with service platform and SS Sink.
- Designer wall tile above platform up to lintel level.
- Ceramic tiles flooring in sun deck.
- Provision for washing machine.

Shop/Office Commercial Unit

Flooring:

- 800 mm x 800 mm branded vitrified tiles

Wall Finish:

- Internal walls with gypsum finish.
- Plastic emulsion paint.

ANNEXURE – F
MAHAAVIR PRIDE PAYMENT SCHEDULE
FOR
RESIDENTIAL UNIT – FLAT NO, IN WING, FLOOR

Sr. No.	Description	Percentage	Amount (Rs.)
1	On Booking	10%	
2	After execution of Agreement	20%	
3	On Completion of the Plinth	15%	
4	On Completion of 2 nd Slab	2%	
5	On Completion of 4 th Slab	2%	
6	On Completion of 6 th Slab	2%	
7	On Completion of 8 th Slab	2%	
8	On Completion of 10 th Slab	2%	
9	On Completion of 12 th Slab	2%	
10	On Completion of 14 th Slab	2%	
11	On Completion of 16 th Slab	2%	
12	On Completion of 18 th Slab	2%	
13	On Completion of 20 th Slab	2%	
14	On Completion of 22 nd Slab	1%	
15	On Completion of 24 th Slab	1%	
16	On Completion of 26 th Slab	1%	
17	On Completion of 28 th Slab	1%	
18	On Completion of 30 th Slab	1%	
19	On Completion of Brickwork	2.5%	
20	On Completion of Inner Plaster	2.5%	
21	On Completion of RCC work	5%	
22	On Completion of Outer Plaster	5%	
23	On Completion of Doors & Windows	5%	
24	On Commencement of Lifts & other fitting works	5%	
25	On Possession	5%	

ANNEXURE – F

MAHAAVIR PRIDE PAYMENT SCHEDULE
FOR
COMMERCIAL UNIT - SHOP/OFFICE NO., Floor

Sr. No.	Description	Percentage	Amount (Rs.)
1	On Booking	10%	
2	After execution of Agreement	20%	
3	On Completion of the Plinth	15%	
4	On Completion of 2 nd Slab	15%	
5	On Completion of Brickwork	15%	
6	On Completion of Inner Plaster	15%	
7	On Possession	10%	

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