

## **AGREEMENT FOR SALE**

THIS AGREEMENT made and entered into at Navi Mumbai, on this \_\_\_\_\_ day of \_\_\_\_\_

### **BETWEEN**

**M/s. ARIHANT SUPERSTRUCTURES LIMITED** a Company registered under the Company Act, 1956 Permanent Account No. AAHCA4707G having its registered office at Arihant Aura, 25<sup>th</sup> Floor, B-Wing, Plot No.13/1, TTC Industrial Area, Thane Belapur Road, Turbhe, Navi Mumbai – 400 705, through its Director, hereinafter referred to as **"THE PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its directors, legal representatives, successors/ successor in title and/or its assigns) of **ONE PART**;

### **AND**

**Mr. / Mrs./ Miss / M/s** \_\_\_\_\_, having Permanent Account No. \_\_\_\_\_, adult Indian Inhabitant, residing at \_\_\_\_\_. hereinafter referred to as **"THE PURCHASER/ALLOTTEE"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators and assigns) of the **OTHER PART**

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

1. The Promoter herein is the absolute owner and possessor or otherwise well and sufficiently entitled to the larger Land admeasuring about 206450 square meter situated, lying and being at Village Bhilvale , Taluka Khalapur, District Raigad herein after referred to as **"Said Land "** and more particularly described hereunder written.

### **THE BRIEF HISTORY OF THE ABOVE SAID LAND IS AS FOLLOWS:**

#### **DESCRIPTION OF THE PROPERTY**

ALL that piece and parcel of land bearing situated lying and being at Village Bhilvale, Taluka Khalapur, District – Raigad, within the limits of Grampanchayat Bhilvale , Panchayat Samiti Khalapur, Zilla Parishad Raigad and within the jurisdiction of Sub-Registrar of Assurances Khalapur , as detailed hereunder :-

S. NO.	H.NO.	AREA In SQ. MT	Assessment
97	A (P)	141894.7	
104	1 (P)	400.237	2.69
104	2/A (P)	3258.011	3=80
104	2/B (P)		0=40
104	3/A (P)	15750.51	2=75
104	3/B (P)		8=31
104	3/C (P)		3=06
104	4 (P)	3780.478	0.28
106	1 (P)	569.84	0=28
106	2 (P)	11329.08	1.12
106	3	4100	0=66
106	4	10200	0=94
107	0 (P)	15167.18	18.37
<b>TOTAL IN SQ.M.</b>		<b>206450</b>	
<b>TOTAL IN ACRE</b>		<b>51.61</b>	

Towards North - As Per Gut Book  
 Towards East - As Per Gut Book  
 Towards West - As Per Gut Book  
 Towards South - As Per Gut Book

Whereas the above property for the sake of brevity hereinafter referred to as the “Said Land/Property ” admeasuring 206450 square meter with the status of Non-Agricultural use.

In addition the above adjoining lands with Survey No - Survey No. 108 Hissa No 2/B, Survey No. 108 Hissa No 2/C, Survey No. 108 Hissa No 2/D, Survey No. 108 Hissa No 3/A Survey No. 108 Hissa No 3/B, Survey No. 108 Hissa No 4, Survey No. 108 Hissa No 5, Survey No 110 A. Hissa No 5/A/1, Survey No 110 A. Hissa No 5/B, totally admeasuring 45440 square meter situated at Village- Bhilvale, Tal- Khalapur, Dist- Raigad is committed to be amalgamated and to be formed part of the Full lay out having all common amenities and access and roads. Thereafter the “Said Land /Property” shall be of admeasuring 251890 square meter of lands

**A. With Respect to Survey No -104 Hissa No 1, Survey No -104 Hissa No 4, Survey No 106 Hissa No-2, and Survey No 107 Hissa No-0**

**AND WHEREAS** the M/s Nisarg Developers the original owner of the said Survey No -104 Hissa No 1, Survey No -104 Hissa No 4, Survey No 106 Hissa No-2, Survey No 107 Hissa No-0 and Survey No- 106 Hissa No- 4 sold the said land to M/s Arihant Superstructures Ltd through its Director Mr. Ashok Bhavarlal Chhajer the Promoter herein by virtue of Registered Deed No-674/2023 dated 6<sup>th</sup> February 2023 Registered before Sub-Registrar of Assurances at Khalapur for the consideration mentioned therein. Thus the Promoter herein recorded their name in record of rights as owner vide Mutation Entry No . 2935

**B. With Respect to Survey No -104 Hissa No 3/C**

**AND WHEREAS** the Lokhandwala Estates & Development Company Private Limited the original owner of the said Survey No -104 Hissa No 3/C sold the said land to M/s Arihant Superstructures Ltd through its Director Mr. Ashok Bhavarlal Chhajer the Promoter herein by virtue of Registered Deed No-2834/2023 dated 9<sup>th</sup> June 2023 Registered before Sub-Registrar of Assurances at Khalapur for the consideration mentioned therein. Thus the Promoter herein recorded their name in record of rights as owner vide Mutation Entry No . 2960.

**C. With Respect to Survey No -97 Hissa No- A**

**I. AND WHEREAS** the Lokhandwala Estates & Development Company Private Limited the original owner of the Survey No -97 Hissa No 1 and Survey No 105 Hissa No 1 sold the said land to M/s Arihant Superstructures Ltd through its Director Mr. Ashok Bhavarlal Chhajer the Promoter herein by virtue of Registered Deed No-2834/2023 dated 9<sup>th</sup> June 2023 Registered before Sub-Registrar of Assurances at Khalapur for the consideration mentioned therein. Thus the Promoter herein recorded their name in record of rights as owner vide Mutation Entry No- 2960.

**II. AND WHEREAS** the Lokhandwala Estates & Development Company Private Limited the original owner of the Survey No 98, Survey No 102, Survey No 103, Survey No 105 Hissa No 2, and Survey No 105 Hissa No 3 sold the said land to M/s Arihant Superstructures Ltd through its Director Mr. Ashok Bhavarlal Chhajer the Promoter herein by virtue of Registered Deed No-2835/2023 dated 9<sup>th</sup> June 2023 Registered before Sub-Registrar of Assurances at Khalapur for the consideration mentioned therein. Thus the Promoter herein recorded their name in record of rights as owner vide Mutation Entry No . 2959.

**III. AND WHEREAS** said Survey No 97 Hissa No- A has been made new survey no by amalgamation of Survey No 97 Hissa No 1 , Survey No 98 , Survey No -102, Survey No 103, Survey No 105 Hissa No 1, Survey No 105 Hissa No 2, and Survey

No 105 Hissa No 3 by the order of District Superintendent of Land Record of District Raigad vide order No -Bhumapan 3/Samilikaran/Bhilvale/Kavi/2569/2023/3413 dated 21-08-2023. Said order has been recorded in record of Rights vide Mutation Entry No -2966

The Copies of 7/12 Revenue Extract of said Land is attached herein as **'ANNEXURE A'** collectively.

**D. AND WHEREAS,** The Collector of Tahsildar, Khalapur Dist Raigad vide order No. Masha/Jaminbab/Kal.1/42b sanad/Bhilvale/Arihant/2024/1197 dated 07-03-2024 has granted N.A. Permission for residential and commercial purpose to the promoter herein.

**E. AND WHEREAS,** The Collector of Tahsildar, Khalapur Dist Raigad vide order No. Masha/Jaminbab/Kal.1/42b Sanad/Bhilvale/Arihant/2024/1198 dated 07-03-2024 has granted N.A. Permission for Commercial purpose to the promoter herein.

1. **AND WHEREAS** The Promoter has proposed a scheme of Villa/Bungalow on the **"Said Land "** in to smaller parcels of land for Villa /Bungalow construction after deducting and carrying out the roads, amenities, recreating grounds out of the Said Land such that the land shall have its own access from the planned and developed roads and is proposed to develop townships of constructed villa development on plotted developments of Said Land.
2. **AND WHEREAS** the Promoter have decided to construct as integrated plotted development Project of Villa/ Bungalow on said Land comprising of residential **Villa Buildings** which shall be known as **"World Villas Phase I "** consisting of all phases of construction of said Land.
3. **AND WHEREAS,** The Promoter has appointed an Architect namely Neha Jain for M/s N. Arch registered with the Council of Architects.
4. **AND WHEREAS,** the plans, designs and specifications for constructing the Villa Buildings on the said Land are approved by the Maharashtra State Road Development Corporation ( MSRDC) and granted Commencement Certificate vide No. MSRDC/SPA/BP-537/Bhilvale/Khalapur/CC/2024/736 Dated 29-04-2024, and accordingly several sanctioned layout Plots were formed in respect thereof is annexed hereto as **'ANNEXURE B'**.

5. **AND WHEREAS**, the construction and development of the said Land/Property totally admeasuring **201961.45** square meters (master layout land area of all phases if any;) is proposed to be done in phase wise manner, if any; on the proportion of total land by the promoter. The Phase I shall consist of 181 Villa/Buildings as shown in the layout annexed at **'ANNEXURE C'** herewith
6. **AND WHEREAS**, The Promoter has registered the Project under the applicable provisions of the Act with the Real Estate Regulatory Authority at Mumbai no. \_\_\_\_\_; authenticated copy is attached in **'ANNEXURE D'**.
7. **AND WHEREAS** the authenticated copies of Certificate of Title issued by the attorney at Law or advocate is hereto annexed as **'ANNEXURE E'**.
8. **AND WHEREAS** the sale is of a Unit sale of constructed Villa as a Building with its all walls and structures herein after referred as **"Villa/Bungalow"**. This shall be constructed as Built up area on a specifically earmarked land area so that it gives an identity of Plot Number, the said earmarked land or demarcated land area shall be referred as **"Said Plot"**
9. **AND WHEREAS** the Said Plot (land earmarked) is in absolute and complete possession of the Purchaser herein to the tune or dimension of the all side's .The partitions, walls or plantations area is commonly shared by adjoining Purchaser, there is no subdivision of the Plot or land in any means and ways in terms of title and ownership. The said land shall be a total land for the complex on which this group housing is constructed.
10. **AND WHEREAS** the Said Plot shall be in absolute possession permanently with the Purchaser that is all lands open to sky inside the Plot (demarcated land and land under the constructed Villa). The Purchaser on record or society does not have any rights to alter the use or force for any development, redevelopment, reconstruction, of the total property i.e said Land. No majority decision in this aspect shall over rule the ownership of the said Plot and No such resolution shall be passed in this aspect in future.
11. **AND WHEREAS** The Promoter framed its town planning rules & regulations on the lines of how to maintain the Villa and building control line, height of construction, front, side, back, open margins and the external finishes and the aesthetic outlook and design and elevation of the customized house. The Purchaser is agreed to adhere to the town planning and building construction rules and regulations

as laid down by the Promoter in addition to the UDCPR hereto annexed as **ANNEXURE F**

12. **AND WHEREAS** the Purchaser is desirous to purchase a constructed Villa/Bungalow bearing No\_\_\_\_ to be constructed on \_\_\_\_\_sq. meter of land area as plans annexed with dimensions on the Said Plot by the Promoter totally admeasuring about \_\_\_\_\_sq. meter RERA Carpet area of constructed portion , more particularly described in the **Schedule of Property** hereunder written.

13. **AND WHEREAS**, The purchaser demanded from the Promoter and the Promoter has given to the purchaser inspection of all the documents of title relating to the said Project and the plans, designs and specifications prepared by the Architect and all such other documents as are specified under The Real Estate (Regulation and Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) Rules, 2017 and the Regulations made thereunder, hereinafter referred to as **“the said Act”** and has satisfied himself/herself about the title of the Promoter to the said Land and its right to develop the same. The purchaser hereby declares that he/she has satisfied himself / herself about the title of the Promoter to the said Land and declares that he/she shall not be entitled to raise any objection or requisition regarding the same or any matter relating to the title or otherwise whatsoever.

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

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

1. The Promoter shall construct the Villa buildings of said project on the said land/property in accordance with the plans, designs and specifications as approved by the

concerned Special Planning authority from time to time including variations or modifications, alteration or addition as required by any Government authorities or due to change in law.

2. The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser on the basis of RERA carpet area Villa/Bungalow bearing No\_\_\_\_to be constructed on \_\_\_\_\_sq meter of land area as plans annexed with dimensions on the Said Plot by the promoter totally admeasuring about \_\_\_\_\_sq.meter RERA carpet area of constructed portion , as shown in the Floor plan hereto annexed and marked as **‘ANNEXURE F’** for the consideration of **Rs.\_\_\_\_\_/- (Rs.\_\_\_\_\_Only)** which includes price of the common areas and facilities appurtenant to the residential premises approvals, the nature, extent and description of the common areas and facilities which are more particularly described in the second schedule and Annexed as Annexure 1 herewith and also in Layout The payments shall be due on average basis of work being carried out in relation to a particular Villa buildings stage of construction and not in relation the percentage of work done for the phase registered.

The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser covered parking/ garage space at \_\_\_\_\_ level basement/podium/stilt/mechanical car parking unit bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth x \_\_\_\_\_ ft. vertical clearance, being constructed in the layout for the total consideration of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only).

OR

The Purchaser has requested to the Promoter for allotment of an open parking space and the Promoter hereby agrees to allot to the Purchaser an open parking space bearing no. \_\_\_\_\_, admeasuring \_\_\_\_\_ Sq. Ft., having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth, without consideration.

- 3. The above consideration is with internal finishes for all wall, floor and ceiling cover , with electrical and bath Fitting and sanitary fixtures, doors and windows of the Villa/Bungalow. The Purchaser agrees to Purchase Finished/ Not Finished Villa/ Bungalow.**

- 4. In case of Purchase of Not finished Villa/Bungalow then the**

above finishes shall not be provided and all the amenities as mentioned in the clause-B of Second Schedule of this Agreement shall not be applicable and only the Structure of Villa/Bungalow with RCC and brick work shall be provided to the Purchaser. This is defined as RAW Villa/Bungalow and all works, interior and decoration have to be carried out by the Purchaser at their own cost and expenses as per their wish and choices.

5. The Purchaser has paid on or before execution of this agreement a sum of **Rs.**\_\_\_\_\_/ -  
**(Rupees**\_\_\_\_\_ **Only)**  
as advance payment or application fee and hereby agrees to pay to that Promoter and the balance amount of **Rs.**\_\_\_\_\_/ - **(Rupees**

\_\_\_\_\_ **Only)** in the manner as provided in 'Schedule of Payments' annexed herein as Schedule III.

6. The Total Price/consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Goods and Service Tax, applicable taxes and Cess or any other similar Central Government, State Government, Municipal Corporation, Local body and Gram Panchayat taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the Villa/Bungalow/Plot shall be paid by Purchaser by a separate Cheque/DD/electronic payment as and when called upon by the Promoter to do so.

7. 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 Purchaser 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 Purchaser, which shall only be applicable on subsequent payments, unless the said notification/order/rule/regulation published/issued has a



retrospective effect.

8. The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her first 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 Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
9. The Purchaser shall pay to the Promoter all the amounts as mentioned herein at the time and in the manner in the name and style as “\_\_\_\_\_,” as per the Payment Schedule Annexed here with.
10. The notice referred in the preceding clause will be served by the Promoter to the Purchaser under Postal Services / Courier or email at the address specified below and such notice so served shall be considered sufficient discharge by “THE PROMOTER”. For this purpose the name and address of the Purchaser are set out below:

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

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

**Email id:** \_\_\_\_\_

11. The said project consist of recreation open space if any; is a common part of the bigger layout consisting of other phases if any; proposed to be developed by promoter in and shall be handed over on completion of all phases to the Apex body or Federation of Society. The Purchaser shall be restricted only up to the use of common space till the completion of the total project's all phases if any;. The drive ways and internal roads passing through the said project to other phases, the Purchase shall not obstruct and all be allowed for all purpose including construction activities and construction vehicles and machineries.
12. 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 Villa/Bungalow to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Villa/Bungalow.
13. The Promoters herein shall complete the construction of the said Villa/Bungalow in all respects on or before **31<sup>st</sup> March**

**2030** provided that the Purchaser shall have made payments of the installments towards the purchase price of the said Villa/Bungalow and other charges mentioned in this agreement without delay at times stipulated for payments thereof. If the Promoter fails to abide by the time schedule for completing and handing over the Villa/Bungalow to the Purchaser, the Promoter agrees to pay to the Purchaser who does not intend to withdraw from the project, interest as specified in the 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 Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoter.

14. In case the Purchaser has delayed the payment as per the schedule in this Agreement the Promoter is not liable for interest payment amount paid as it is a contract and timely pay is the essence of this contract. The Promoter shall not fund the Project in case of delay in sales receipts.

15. If the Promoter fails or neglects to give possession of the said Villa/Bungalow to the Purchaser 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 Purchaser the amounts already received by him in respect of the said Villa/Bungalow with interest at the same rate as may mentioned in the clause herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid

16. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Villa/Bungalow on the aforesaid date, if the completion of Villa building 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.

17. After completion of construction in all respects of the accommodation, the Promoter herein shall inform in writing to the Purchaser/s that the said Villa/Bungalow is ready for use and occupation and on receipt of such letter the Purchaser/s shall inspect the said Villa/Bungalow in all respects and get satisfied himself about the quality etc. of the said Villa/Bungalow. After Purchaser/s is/are satisfied herself/himself/themselves as aforesaid, at his /her /their

request, the Promoters herein shall give possession of the said Villa/Bungalow to the Purchaser/s. Taking of possession of the Villa/Bungalow by the Purchaser after completing all the formalities such as, full and final payment, giving indemnity, possession receipt etc., shall mean that he/she/they is/are fully satisfied about all aspects of the Villa/Bungalow and that, he has waived all his complaints etc., if any.

18. The Purchaser shall pay all necessary amounts, advances, deposits, VAT, Goods and Service tax and other dues under this agreement and take possession of the said Villa/Bungalow within 45 days from the Promoters giving written notice to the Purchaser/s intimating that the said Villa/Bungalow is ready for use and occupation. In the event of failure on the part of the Purchaser to pay all amounts due and take possession of the said Villa/Bungalow, the Promoter shall be entitled, without prejudice to any other remedy available under this agreement or any enactment or law, and after giving a prior notice of 15 days, to terminate the said agreement and sell the said Villa/Bungalow to any other person entirely at the risk as to cost and consequences of the Purchaser.

19. Even upon delivery of possession of the Said Villa/Bungalow to the purchaser herein, the Promoters shall be entitled, without any permission from the Villa/Bungalow Purchaser or organization of Villa/Bungalow holders to carry out the balance construction activities upon the Said Land/Property or upon the amalgamated layout of the Said Land/Property and the adjacent property and for that purpose to provide accesses, spaces etc. through the Said Land/ Property for the adjacent Villa/Bungalow occupants.

20. Before delivery of possession of the said Villa/Bungalow the Purchaser shall satisfy himself about the correctness of the area of the said Villa/Bungalow and about the quality of construction work and specifications and amenities provided. After delivery of the possession of the said Villa/Bungalow, the Purchaser shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

21. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1.1 and Promoter has planned to utilize Floor Space Index of 2.0 by availing of TDR, Ancillary FSI 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, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 1.25 as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Villa/Bungalow based on the proposed construction and sale of Villa/Bungalow 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 which can be sold in open market to other project in form of TDR.

22. The Purchaser agrees that the FSI consumed by the RERA Carpet area of Villa/Bungalow shall be the part of total FSI applicable to the Project in total and not separately calculated. The Purchaser agrees that the FSI is of total 51.61 Acres of Land and consumed in manner of design approved by MSRDC Planning Authority.

23. Without prejudice to the right of promoter to charge interest at the rate of Highest MCLR of State Bank of India plus 2% per annum calculated and compounded on monthly basis and the delayed payment on GST amount shall be calculated at the rate of 24% per annum as specified and modified from time to time under The Real Estate (Regulation and Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) Rules, 2017 and the Regulations made thereunder, hereinafter referred to as "the said Act", on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser 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 installments, the Promoter shall be entitled to terminate this Agreement at their own option, with a notice period of 15 days, in which event 10% of the total aggregate consideration amount shall stand forfeited and /or deducted in addition to the delayed payment charges payable by the purchaser to the promoter upto the termination/cancellation date. All taxes paid till the date of cancellation/termination will not be reimbursed by the Promoter to the Purchaser herein. The Promoter shall however on such termination refund to the Purchaser the balance amount without any interest, if any after deducting

the delayed payment charges and any losses from the amounts which may till they have been paid by the Purchaser to the Promoter within 30 days from such termination and on termination thereof the Promoter shall be at liberty to dispose off and sell the said Villa/Bungalow to such person or persons at such price as the Promoter may in its absolute discretion think fit and the Purchaser shall not be entitled to question such sale or to claim any amount whatsoever from the Promoter.

24. The Purchaser here by agrees that the restating of accounts will be done each month. The statement of accounts shall be prepared. From all the total receipts, the indirect taxes, Goods and Service Tax, Service Tax, shall be deducted. The delayed payment charges shall be adjusted and the balance shall be taken as part towards the consideration of Villa/Bungalow purchased.

25. The Promoter at his discretion and on request of the Purchaser, may retract his notice of termination as stated in para 17 above. In such event, the terms and conditions of this agreement shall survive and shall be valid and subsisting for all purpose. Further on such retraction by the Promoter, the purchaser agrees to pay an increased regularization fees to be calculated @ 10% of total aggregate consideration amount payable under this agreement plus applicable taxes to be paid upfront on the day of regularizing to continue the agreement with same terms and conditions as stated in this agreement. This fee will be treated as separate amounts from the total aggregate consideration amount.

26. Provided further that the Purchaser hereby agrees, if for any reason, whether within or outside control of Promoter, the whole or part of the project is abandoned, no claim will be preferred except that the money received by the Promoter under this agreement towards consideration except taxes, will be refunded without any interest within 30 days from such intimation of abandoning the project.

27. Provided further if in any event, the Purchaser desires to cancel booking / allotment of the premises made in favor of the Purchaser. The Purchaser agrees to the Promoter by way of damages, which is calculated to be 20% of the total aggregate consideration amount of Villa/Bungalow and that the Promoter shall be entitled to deduct and /or forfeit the same from the total payments received excluding taxes and

shall refund the balance amount after deduction to the Purchaser within 30 days from date of acceptance of such cancellation. This 20% shall be treated as forfeited amounts and the purchaser shall never claim of the same in future.

28.If within a period of five years from the date of inviting/offering/calling for possession of the said Villa/Bungalow by the promoter, the Purchaser brings to the notice of the Promoter any structural defect in the Villa/Bungalow or the building wherever possible, such defects shall be rectified by the Promoter at their own cost, subject to there is no addition and/or alteration done by the Purchaser to the Villa/Bungalow handed over by the Promoter and the said Villa/Bungalow is in "as is where is" condition. In case of any defects on account of workmanship, quality or provision of service the purchaser shall point out the same on inspection of the said Villa/Bungalow before taking the possession and the Promoter shall rectify it to the possible extent. In case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation to the extent of repairs for such defect in the manner as provided under the act.

29.The purchaser along with other purchasers of the said Project shall join in forming and registering the Association of Apartment Owners/ Co- Operative Housing Society / Company to be known by such name as the promoter may decide and for this purpose also from time to time sign and execute the application for registration and /or membership/and or other paper sign documents necessary for the formation and registration of the Company/Society/Association and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser , so as to enable the promoter to register the common organization of Purchaser . No objection shall be taken by the Purchaser if any, changes or modification are made in the draft bye-laws, or the Memorandum and /or Articles of Association, as may be required by the registrar of Cooperative Societies or the Registrar of Companies, as the case may be, or any other competent authority

30.The Promoter shall within three months of registration of the Society/ Association / Company as aforesaid cause to be

transferred to the society / Association/Company all the right title and the interest of the Promoter and /or the owners in the structure of the building or wing or Villa/Bungalow in which the said Apartment/ building/ wing/ Villa/ Bungalow is situated.

31.The Promoter shall within three months of registration of the Federation Apex body of the societies or Company, be transferred to the Federation / Apex body all the right, title and the interest of the Promoter/ Owner in the project land on which the building with multiple wings or buildings Villa/Bungalow are constructed.

32.The promoter shall also convey the Building structure and land below the Building by a non-Registered document in the phase of the Project registered under separate RERA Phase to the society, subject to occupancy certificate being obtained, or completion of construction has taken place or 51% possession of Villa/Bungalow are taken by Purchasers and society is registered. The society shall not have any undivided share in the said Plot allotted under the Villa/Bungalow boundaries to the Purchaser herein and the said Plot and Villa/Bungalow shall be used by the Purchaser exclusively. The society shall own the common spaces, roads, amenities land, recreational ground and all within the boundary of the Said Project of excluding all lands/Plots allotted for residential use and purpose.

33.The Promoter shall on completion of all the phases and all structures on the complete land within the boundaries apply for the formation of society/Federation Apex Body of the societies or Company and shall within three months of registration of the Federation Apex body of the societies or Company be transferred to the Federation / Apex body all the right, title and the interest of the Promoter/ Owner in the project land on which the multiple villa buildings are constructed. It is agreed by the Purchaser and society individually and collectively that the chairman of the federation shall be of the Promoter for first 10 years.

34.The Purchaser hereby agrees that the land revenue records shall not be transferred or made in the name of the Purchaser and shall always stand in the name of the Promoter and shall be transferred in the name of society/Federation after the completion of all phases. The Purchaser



shall be the owner of the Villa/Bungalow in the form of constructed Villa/Bungalow.

35. In case of the Purchasers and Societies not taking conveyance and maintenance accounts on offer by the Promoter the Promoter shall not be liable to give services and also shall be free of obligation to handover conveyance of Land and Villa Building to the society and this shall not be treated as a default by the promoter
36. The Purchaser shall co-operate and assist for Conveyance to be executed by the Promoter in favour of the Association/ Society/Company as the case may be in respect of the said Plot area and from the date the Promoter have received payment for all the Villa/Bungalows and sold and handed over possession of the Villa/Bungalows to the respective purchasers whichever is later; provided that the Promoter have been paid and have received full consideration, all miscellaneous charges and any unforeseen / future / prospective taxes and charges levied by the state or central government, and all additional amount payable by all the premises holders. The association / society/company shall jointly with all the members bear the stamp duty and registration charges and other Charges/ fees towards the Conveyance Deed and other documents to be entered with the Promoter as and when applicable.
37. The Purchaser hereby agrees that society will be formed and new members will be added to the society and all amenities are common for all residents in the layout and for additional areas adjoining to the layout and forming a part of the layout at later stage.
38. It is agreed between the parties that, the societies shall be formed comprising of Villas/Bungalows getting completed in phase wise manner if any; The Villa/Bungalow having possession shall have the rights to use common facilities and amenities as made open for use by the Promoter. The federation of all the societies shall be formed at the end of the whole project and at the end of all the phases if any. The conveyance of inseparable land of the complete layout shall be done in favor of the federation at the final completion of the complete project.
39. It is also agreed that surrounding projects of the Promoter



may also be included in such federation and the existing boundary walls may be removed and a common boundary wall for all the surrounding projects of the Promoter may be established thus thereby granting access to all the purchasers to the common amenities of surrounding projects including said project.

40. The Possession shall be handed over to the Purchaser on completion of construction of their Villa/Bungalow. Services like treated water, sewerage, drinking water supply, communication lines and electricity supply all such type of civic services shall be availed from natural resources /local government body/and / or the service provider in that local area. The Purchaser is aware of the Project and location does not have proper infrastructure at present. The application shall be made by the Promoter but in case the service provider is unable to give civil services in time then the Purchaser shall rely on alternate arrangements at their own cost and the Purchasers collectively apply for the same and make any such payments as required as Developer is only selling the Goods by way of this Agreement and is not selling any services and not charging for civic facilities required. It is further agreed that the Promoter is not liable for any payment, cost or expenses for the same.

41. The water consumption is to be depended on natural resources and ground water. All Development charges are paid to concerned authority for external development, facilities and civic services. If any additional cost the Purchasers collectively have to apply for the same and make any such payment to Government Authorities or Department. It is agreed upon by the parties the promoter is not liable for any such cost and expenses.

42. The Promoter agrees that the Trunk infra shall be provided by Promoter with the services supply connection to and from shall be given to the Villa/Bungalow Purchasers. Sub- metering of water lines at the Plot shall be provided by the Promoter and the water bills shall be paid by the Purchaser. The water budgets shall be separately prepared and will not be a part of the maintenance of the Township.

43. The Promoter is only in the capacity of a custodian of the assets known as maintenance charges, corpus and Transfer charges for the time being till the elected body of the registered society is formed and till the bank account and operations are transferred and taken over by the Body of the Society. All expenses ordered and Paid by the Promoter on behalf of

the purchaser shall not be questioned in any means and manner in future individually or collectively as Society.

44. The Purchaser shall utilize the remaining Plot area (being the Plot area minus Villa/Bungalow Area) Provided that the purchaser shall not be permitted to construct any permanent structures for the purpose of parking spaces and same shall be only at the spots designated in plan hereto and not elsewhere in the Plot area.

45. The Promoter shall in respect of any amount unpaid by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be acquired by the Purchaser.

46. The Purchaser shall not use the said Villa/Bungalow for any purpose other than the residential purpose for which it is allowed by the said Town Planning, the Promoter and any other Competent Authorities.

47. The Purchaser hereby agrees to take the permission from the Promoter or the Society (in case of Society Registered) and take No Objection Letter while letting out their Villa/Bungalow, sub-letting, give on Leave and License, Caretaker basis or hospitality rental agencies. This Staycations and vacation homes shall not be termed as commercial use in spite of Rental incomes, it shall be treated as Residential use.

48. The Purchaser agrees that on providing the said Villa/Bungalow for use of the Purchaser by the Promoter, the Purchaser shall be liable to bear and pay all taxes and charges including electricity, property tax, water charges, maintenance charges, etc. in respect of the said Villa/Bungalow.

49. In case the Purchaser fails to take possession within the time such Purchaser shall continue to be liable to pay maintenance charges as applicable from the date as made applicable commonly to all other Purchasers collectively.

50. The purchaser as and when demanded by the Promoter shall pay to the Promoter, the Stamp Duty, Z.P. Tax, Registration charges, Property tax, Transfer charges applicable to land, if any payable to the Town Planning, local authority, or by the government, and also such other charges, penalties, escalation, which shall be at any time here in after be imposed by the Town Planning, government or local authority

as the case may be hereby payable by the purchaser All the required maintenance charges on an adhoc basis in advance for 24 months to the Promoter, corpus funds to the society on intimation of the amounts made due irrespective of taking possession or not. The Promoter shall not be liable for providing any account, details, breakup or receipts of the above mentioned expenditures. The Purchaser hereby agrees that he shall not ask for any account, details, breakup or receipts of the above mentioned expenditures.

51. The Purchaser hereby agrees that the Transfer charges shall be applicable on every sale of Villa/Bungalow. This transfer charges shall be payable by the Purchaser to the Promoter or the society as case may be. The Purchaser hereby agrees for Non-Compete for Sale of Villa/Bungalow for two years from the date of purchase commonly called as 'Lock-in" to Not sell.

52. The purchaser/s hereby gives his/her/their express consent to the Promoter to raise any loan against the said plot and/or the said Villa/Bungalow under construction and to mortgage the same with any bank or bankers or any other financial institution/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoter at their own expenses.

53. No Payments would be treated as an fair payment ,if it is directly deposited, against any contract, agreement, loans and advances, debt or purchase till the consent from office received for the same. All payments are valid receipt of payments if the Promoter has issued an acknowledgment for the same

54. It is agreed by the purchaser that the Broacher and selling and promotion materials are only for advertisement purpose and is not to be considered as a part of the agreement, the images are indicative in promotion materials and does not reflect the actual construction and final product.

55. The purchaser shall bear all the expenses towards stamp duty for the above Villa/Bungalow, payable to Govt. of Maharashtra on rates prescribed in Stamp Act demanded from time to time and or as demanded by the Sub -Registrar of Assurance. The purchaser shall also bear the registration charges towards the above Villa/Bungalow. In case of non-payment of stamp duty and registration charges in full or part the purchaser shall be solely responsible for the same and

shall bear all the penalties etc. The purchaser indemnifies the Promoter and shall not hold the Promoter responsible for the same.

56. The Purchaser will lodge this Agreement for registration. The Power of attorney holder of the Promoter will attend the office of the Sub-Register of Assurances and admit execution thereof after the purchaser informs the Promoter the number under which it is lodged.

57. All costs, charges and expenses in connection with formation / registration of the said Association / Society / Company as the case may be shall be borne and paid by the members of the said Association / Society / Company and all costs, charges and expenses including Advocates and Solicitors fee for preparing and engrossing this Agreement.

58. The purchaser individually and jointly with others shall pay within ten days of demand to the Promoter towards the proportionate share which may be ascertained by the Promoter of (a) the service charges, and taxes including Collector's charges and all other outgoings that may from time to time be levied on or incurred in respect of the said property (b) the charges for the maintenance and management of the said Villa buildings including wages and salaries of watchmen, lift attendant, sweeper, housekeeping agencies, bill collector and accountant (c) Electricity charges of common lights, meter pumps shall be on an ad-hoc basis and the purchaser shall be liable to pay actual proportionate taxes and outgoings. However the Promoter shall be entitled to deduct there-from and appropriate to itself any amount that maybe due and payable by the purchaser to the Promoter.

59. The Purchaser is aware that the maintenance / upkeep / security / housekeeping of the complex after the possession shall be given to a facility management company as decided / appointed on specific terms and conditions by the Promoter and the Purchaser/s here by gives his/her/their express consent for the same. It is an appeal to the Villa/Bungalow buyers that a service charge of 10% of the expenses occurred towards maintenance of building premises & basic facilities shall be levied & taken from the collection funds for the management of Maintenance Only Collections, Budgets with respect to the Maintenance shall be the responsibility of the Society. The Purchaser shall pay towards additional services as per each service asked for from concierge desk.

60. The Purchaser as and when demanded shall pay charges for Township Roads, Utility Maintenance & upkeep to the Promoter or Facility Management Company on quarterly basis.
61. The Purchaser as and when demanded shall pay Township upgrade charges, repairs & sinking fund as declared by the society or the body running and collecting the maintenance charges.
62. The Purchaser agrees to give access to open area and Garden and Plantation in his presence and/or during his absence agrees for the maintenance of Garden and Plantation and services lines. The Purchaser will not change the type of plantation done without the permission of the office of administration of the Township. The Gardening inside the Plot shall be maintained by the Facility Management Company and separate charges shall be paid to the facility management company by the Purchaser.
63. The Purchasers hereby agrees that any infrastructure development in future shall be contributed by the Purchaser.
64. The Purchaser hereby agrees that the maintenance shall be accounted separately for the areas for which the possession is given and the purchaser agrees to pay the expenses towards it irrespective of construction activities being carried out other than completed building. The Purchaser shall not object for any inconvenience occurred due to balance constructions
65. After the Company/ Society /Association as the case may be are formed, the Purchaser shall pay his contribution /out goings directly to the said Company/ Society/Association.
66. It is agreed by the Purchaser that if the said Villa/Bungalow is given on rent or lease the tenants shall be given club house membership. The charges for the same shall be as per the prevailing rate and as decided from time to time. The Purchaser and his tenant shall abide by all the rules and regulations in force of the common facilities and areas and shall not object towards the same. All perishable products have to be purchased from the club management desk.
67. The Purchaser individually or collectively as a society shall not ask for any additions or alterations to the works done and shall not ask for any additional facilities or amenities from the Promoter for the Project, Building, Society or the said premises

or Villa/Bungalow.

68. The Purchaser hereby agrees that if the possession of the said Villa/Bungalow is not taken in the time frame prescribed by the Promoter then the Promoter shall not be liable to keep the Villa/Bungalow fresh, clean and repaint and shall not hold the Promoter to maintain the Villa/Bungalow internally upto the date of possession by the Purchaser.

69. The main gates Boulevard roads giving access to other properties shall be maintained and contributes towards expenses by common maintenance expenses in respective of ownership of land of the Boulevard.

70. The Promoter hereby agrees to pay 10 % of the maintenance amount to the society for similar Unit contribution towards maintenance expenses / non-occupancy charges in respect of unsold and/or unused Villa/Bungalow after 12 months of the receipt of occupancy Certificate. The Promoter shall, however, bear and pay the Municipal Taxes and the dues of Town Planning for the same.

71. The purchaser individually and collectively as a society agrees to coordinate with and make payments towards annual maintenance contract of all agencies and service providers of the society for its facilities like Electricity provider, Electrician, Plumber, Security, Lift Company, Telephone, Cable TV, Internet, Gardener, Housekeeping, etc. and shall not hold the Promoter liable for the same.

72. The Promoter may as required to alter, modify, change, cancel any of the plans, drawings, amenities, facilities, etc shall make application for revised building permission of the project on any stage before completion of the building and the promoter can obtain revised commencement certificate from concerned local authority from time to time.

Provided that Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Purchasers Villa/Bungalow except any alteration or addition required by any Government authorities or due to change in law.

73. The Purchaser hereby agrees that the proposed layout will be done in phases if any; of construction and so the construction activities of other Villa buildings will continue after the

possession of each phase if any;

74. The Purchaser agrees to restrict the land/Plot use to Ground and one upper floor structure and not construct any permanent structures in the future by way of extension, alteration, additional construction civil in nature or temporary weather shades by non-building construction material at any level ground, 1<sup>st</sup> Floor or Terrace level.

75. The Purchaser hereby agrees that the layout shall change to the extent the common amenities area will differ in area and design to the specified and shown in presentation and sales materials.

76. The Purchaser agrees that the name of the Project, Villa Buildings and the Society shall be decided by the Promoter and the Purchaser individually or collectively as a society shall not alter or change the name in future. The purchaser agrees that the project shall be known as **"World Villas Phase I "**.

77. The Promoter shall not be responsible for any adhoc payments towards maintenance not received from the Villa/Bungalow Purchasers and it shall be the responsibility of the Society to collect the same from the members upon the formation of the society.

78. The purchaser doth hereby covenant with the Promoter as follows:-

- a) To maintain the said premises at purchaser's own cost in good tenantable repair and condition from the date of possession of the said premises is taken and shall not do or supposed to be done anything in or to the building in which the said premises is situated.
- b) 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 the building to the elevation and outside colour scheme of the building and shall keep the walls, partition walls, drains pipes in the said premises and appurtenances thereto in good and tenantable condition and in particular, so as to support to shelter and protect and other part of the building and shall not chisel or in any other manner / course damage the columns, beams, walls, slab, RCC pardsies or other structural members in the said premises without prior written permission of the Promoter or the said Company/Society/Association.



- c) The Purchaser shall not let, sub-let, transfer, assign or part with said premises or interest or benefit under this Agreement or part with possession of the said premises until all dues payable by the Purchaser to the Promoter under this agreement are fully paid up and that too only if the purchaser has obtained the consent in writing from the Promoter in this behalf.
- d) The Purchaser shall pay and contribute regularly and punctually towards taxes, expenses or other out goings in accordance with the terms of this Agreement irrespective of him taking the possession or not and irrespective of him staying or not.
- e) The Purchaser shall maintain the Villa/Bungalow at his cost and shall color the Villa/Bungalow after every 5 year compulsory or on cycle date set by the management and the building and structure of Villa/bungalow and all infrastructure within the plot shall be maintained by the Purchaser at his cost and expenses including waterproofing and MEP, doors, windows, plumbing, pipe etc inside the Plot.
- f) The Purchaser shall adhere to the norms and rules of Noise Pollution Control Act, 2002 and as directed time to time by the concern authority during festival and/or special occasion. Purchaser shall use Loudspeaker in a reasonable manner without being causing any nuisance or annoyance to the adjoining Purchasers.

79. It is hereby agreed by the Purchaser that the Hydrolysis process of cement continues for a longer period of two years and the strength of cement increases. This process is exothermic in nature resulting in emission of heat shown in the form of cracks. The construction is carried out at a enormous speed, hence the given time required for settlement of Brickwork/Blockwork due to self load is very insufficient and plastering work is carried out before that period thereafter the RCC Beam / Column joints with brickwork/blockwork gets exposed and are seen as cracks. The normal period required after brickwork/blockwork is minimum of twelve months. Seeing financial expenses occurred to the Purchasers by booking during under construction; speedy construction gets the first priority. The bricks / blocks along with cement also under go expansion and contraction in different seasons of the year initially for one year after completion of work. This also leads to cracks in any portion of the wall. Again the process for repairing this is timely crack filling and repairing. The final solution for all types of cracks occurred is to do the painting and filling jobs after three years



of possession. The solutions are to be carried out at Purchasers own cost and expenses.

80.The adjoining properties shall also form a part of the same society comprising of all owners and members of the society and the access and approach for vehicular and human movement area shall be common through each other property though approval and permission obtained for all properties may be separate.

81.The Purchaser hereby agrees that the Promoter owns more projects of different use adjoining to Said project & which are not part of Said Project & features. The Purchasers agrees the Club 10 Gymkhana and hotel are not a part of the offering to the Villa/Bungalow and its use and services are separate purchases for the Purchaser herein.

82.The Purchaser also agrees that the part vacant properties not developed shall be the sole property of the Promoter and shall never claim solely and / or collectively for the same and allow the Promoter, his members and nominees permanent access to all such areas through the layouts and developed properties and also accept the Promoter as member of the society.

83.It is hereby agreed by the Purchaser hereto that all communication and correspondence regarding the subject matter and related to the presents under this agreement shall be reduced to writing and the same shall be served to the Promoter under postal /courier services only and no other means of communication or correspondences shall be accepted/entertained by the Promoter, send by whatsoever means/source/way.

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

85.That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.

86. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
87. 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 will have the jurisdiction for this Agreement
88. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.
89. 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 Purchasers of the Villa/Bungalow, in case of a transfer, as the said obligations go along with the Villa/Bungalow for all intents and purposes

#### **SCHEDULE I OF THE PROPERTY**

The **Villa/Bungalow No.** \_\_\_\_\_ in the project **World Villas Phase I** and admeasuring \_\_\_\_\_ **Sq. mtrs.** RERA Carpet area constructed on plot area admeasuring \_\_\_\_\_ sq mtr Carpet area of portion of said lands situated at Village Bhilvale, Taluka Khalapur, District Raigad, within the limits of Grampanchayat Bhilvale, Panchayat Samiti Khalapur, Zilla Parishad Raigad and within the jurisdiction of Sub-Registrar of Assurances Khalapur;

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed on the day, month and year first above written as hereinafter appearing.

<b>SIGNED SEALED AND DELIVERED</b>	]
By within named "SELLER/PROMOTER"	]
<b>ARIHANT SUPERSTRUCTURES LTD</b>	]
Through its Director	]

Mr. \_\_\_\_\_ ]

In the  
presence of  
1.

**SIGNED SEALED AND DELIVERED** ]  
By within named "PURCHASER" ]  
\_\_\_\_\_ ]

In the  
  
presence of

**RECEIPT**

RECEIVED of and from THE PURCHASER/S as within named,  
the sum of **Rs.** \_\_\_\_\_/- ( **Rupees** \_\_\_\_\_ **Only**) being the Earnest money deposit  
towards the sale of \_\_\_\_\_ Villa/Bungalow bearing No. \_ on or  
before execution of these presents, paid by him / her tome.

I / WE SAY RECEIVED

THE SELLERS/PROMOTERS

## **Annexure '1'**

*The facilities / amenities provided in the building and / or provided in the common areas and / or in the layout as the case may be, shall be specifically listed / mentioned in the Second Schedule at the model form of agreement provided at Annexure 'A' under Rule 10 of the Rules in the manner as enumerated hereunder:*

### **Second schedule Above Referred to**

#### **A.) Description of the common areas provided:**

	Type of common areas provided	Date of availability for use	Size/Area of the common areas provided
	Society Office	31 <sup>st</sup> March, 2030	38.400 SQ. MTS.
	Driver's Room	31 <sup>st</sup> March, 2030	22.80 SQ. MTS.
	Servant's Toilet	31 <sup>st</sup> March, 2030	8.64 SQ. MTS.
	Convenience Store (G+1)	31 <sup>st</sup> March, 2030	150 SQ. MTS.

#### **B.) Facilities / amenities provided in the building (Villa):**

	Type of facilities / amenities provided	Date of availability for use	Size/Area of the amenities / facilities
	Kitchen and bathroom wall tiles	31 <sup>st</sup> March, 2030	
	Vitrified tile flooring	31 <sup>st</sup> March, 2030	As per approved plans
	Modular doors	31 <sup>st</sup> March, 2030	As per approved plans
	Branded CP and sanitary ware	31 <sup>st</sup> March, 2030	As per approved plans
	Aluminum windows	31 <sup>st</sup> March, 2030	As per approved plans
	Internal color	31 <sup>st</sup> March, 2030	

#### **C.) Facilities / amenities provided in the common areas of the building (Villa):**

	Type of facilities / amenities provided	Date of availability for use	Size/Area of the amenities / facilities
	NA	NA	NA

#### **D.) Facilities / amenities provided in the layout:**

	Type of facilities / amenities provided	Phase when the same would be available for use	Date of availability for use	Size/area of the facilities / amenities
	Riverside Promenade	Phase 1	31 <sup>st</sup> March, 2030	9000 SQ. MTS.
	Roads with Street Lights	Phase 1 for the area under Phase 1	31 <sup>st</sup> March, 2030	12 & 9 Meter Wide Roads
	STP (Sewage Treatment Plant)	Phase 1 for the area under Phase 1	31 <sup>st</sup> March, 2030	77 SQ. MTS.

**MODIFIED PAYMENT SCHEDULE**

The purchaser had negotiated the said consideration by offering to pay in the following manner which has been accepted by the promoter:

<b>Sr No</b>	<b>Stage of Work</b>	<b>Amount towards Villa/Bungalow Consideration in Rupees</b>
<b>1</b>	<b>On Booking</b>	<b>10.00%</b>
<b>2</b>	<b>On Agreement</b>	<b>25.00%</b>
<b>3</b>	<b>On Commencement of Work</b>	<b>10.00%</b>
<b>4</b>	<b>On Commencement of Ground Slab</b>	<b>15.00%</b>
<b>5</b>	<b>On Commencement of 1st Slab</b>	<b>10.00%</b>
<b>6</b>	<b>On Commencement of Plumbing of Villa</b>	<b>5.00%</b>
<b>7</b>	<b>On Commencement of External Plaster</b>	<b>5.00%</b>
<b>8</b>	<b>On Commencement of Flooring &amp; Tiling</b>	<b>5.00%</b>
<b>9</b>	<b>On Commencement of External Painting</b>	<b>5.00%</b>
<b>10</b>	<b>On Commencement of Windows</b>	<b>5.00%</b>
<b>11</b>	<b>On Possession</b>	<b>5.00%</b>



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