

## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (hereinafter referred to as this "Agreement") is made and entered into at Navi Mumbai on this [●] day of [●] TWO THOUSAND AND TWENTY-THREE.

### BETWEEN

**MAHAAVIR SUPERSTRUCTURES PRIVATE LIMITED**, , a company incorporated under the Companies Act, 2013, bearing CIN U45400MH2019PTC322235 and PAN AAMCM5042M, having its registered office at A-1003 to 1009, 10th Floor, Mahaavir Icon Bld., Plot 89/90, Sector-15, CBD Belapur, Navi Mumbai- 400614, represented through its Director **MR. MOHNISH OMPRAKASH CHHAJER**, DIN 07063998 and PAN ATLPC8708R, and/or **MR. OMPRAKASH BHANWARLAL CHHAJER**, DIN [●] and PAN [●] duly authorized vide board resolution dated [●], hereinafter referred to as the "PROMOTER" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, executors, administrators and/or assigns) of the **First Part**;

AND

[If the Allottee is individual] [Name of Individual] (PAN [●]), Adult, Individual, Aged [●] Years, Occupation Business having address at [●] hereinafter referred to as "Allottee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their heirs, successors executors, administrators, assigns and nominees) of the **Second Part**.

[OR]

[If the Allottee /Allottee is a Company] [Name of Company], (CIN no. [●]) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [●], (PAN [●]), represented by its authorized signatory, [Name of Authorized Signatory], duly authorized vide board resolution dated [●], hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **Second Part**.

[OR]

[If the Allottee /Allottee is a Partnership] [Name of Partnership], a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [●], (PAN [●]), represented by its authorized partner, [Name of Authorized Partner], (Aadhar no. [●]) authorized vide Authority Letter dated [●], hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees,

including those of the respective partners) of the **Second Part**.

The "Promoter" and "Allottee" shall hereinafter for sake of brevity and wherever the context so requires, individually referred to as "Party" and collectively referred to as "Parties".

**WHEREAS:**

A. The Promoter has represented to the Allottee that its title to the said Entire Land arises as under:

(i) Vide Deed of Conveyance dated [●], the Promoter herein is absolute owner of land tabulated hereunder situated at Village Rohinjan, Taluka Panvel, Dist. Raigad in the state of Maharashtra under the authority of Panvel Municipal Corporation and more particularly described in the **First Schedule** hereunder:

<b>Survey no.</b>	<b>Hissa No.</b>	<b>Area admeasuring</b>
19	1	9385 sq. mtrs
20	0	12570 sq. mtrs
24A	8/B	2100 sq. mtrs
<b>Total</b>		<b>24055 sq. mtrs</b>

(Survey no. 19, Hissa No. 1, Survey no. 20, Hissa no. 0 and Survey No. 24A, Hissa No. 8B shall herein after collectively be referred to as the said "Entire Land")

B. The **Certificate of Title**, certifying the nature of title of the Promoter to the said entire land is issued by "Vidhik Legit Advocates", on dated 08/07/2022, based on the Search Report provided by **Mr. Rakesh Kubal (Search clerk)** on dated **30/09/2021 and** dated 08/07/2022. The copy of the said "Title Certificate" is annexed hereto and marked as "**Annexure E**".

C. The Promoter have informed the Allottee that the land bearing Survey No. 25/1 situate at Village - Rohinjan, Taluka - Panvel, District - Raigad, being the land having no access to the municipal road, a right of way has been created by grant of right to construct and use 15 meters wide road passing through the land bearing Survey No. 19/1 (forming part and parcel of the said Entire Land) to Survey No. 25/1. The Survey No. 25/1 is shown hatched in red colour on the map or plan annexed hereto as "**Annexure B**" and the right of way to be granted for the benefit of the Promoter/Allottee/Society to have access to and use the Survey No. 25/1 from the land bearing Survey No.19/1 is shown in light pink colour with watermark "right of way" on the map or plan annexed hereto as "**Annexure B**" (the "**Right of Way Land**"). The Promoter have informed the Allottee that the Right of Way to be granted in respect of Survey No. 25/1 from the land bearing Survey No.19/1 shall be binding on the Developers/Promoters/ Allottee and other purchasers of the units constructed on the Entire Land.

D. Accordingly, Promoter has obtained Commencement Certificate from Panvel Municipal Corporation vide Order dated **17/09/2021** bearing No. **PMC/TP/Rohinjan/19/1,20,24/A/8/B/16030/19/06/2021** for construction of 6 Residential Buildings and 1 Commercial structure on the said Entire Land (hereinafter referred to as the said "**Entire Project**") under the name and style of "**Mahaavir Exotique**".

E. Out of the said Entire Project, Promoter is currently developing Building A consisting of Ground+ 29 floors, consisting of 163 Residential Units, having Built-Up area of 15010.763 sq. mtrs, Building B consisting of Ground + 22 floors, consisting of 161 Residential Units having Built-Up area of 11572.407 sq.mtrs, Building C consisting of Ground + 22 floors, consisting of 161 Residential Units having Built-Up area of 11572.407 sq.mtrs, Building D consisting of Ground + 22 floors, consisting of 161 Residential Units having Built-Up area of 11572.407 sq.mtrs and 1 Commercial Structure consisting of 12 Commercial units having Built-Up area of 375.20 sq.mtrs. to be known as "**Mahaavir Exotique Phase 1**" (hereinafter referred to as the said "**Project**"), more particularly described in "**Second Schedule**" hereunder, the details whereof, the Allottee has been made aware of. The Developer/Promoter has accordingly commenced construction of the said Project in accordance with the said Commencement Certificate. The copy of present Commencement Certificate is annexed hereto and marked "**Annexure D**".

F. The Promoter has registered the said Project under RERA 2016 with Real Estate Regulatory Authority bearing registration no **P52000031173** is constructing the said Project in accordance with the sanctioned plan in the name and style as "**MAHAAVIR EXOTIQUE-PHASE I**". A Copy of RERA registration Certificate is Annexed hereto as "**Annexure C**".

G. The Promoter has appointed a Structural Engineer **JW Consultants LLP** having address **Sai Radhe, Office No. 201, 2nd Floor, Behind Hotel Sheraton Grand, 100-101, Kennedy Road, Pune, Maharashtra - 411 001 India** & Architect as **O7 Architects & Planners** having address **Off: 7 & 8, Plot: 98/2, Sai Prasad Co-operative Housing Society, Swami Nityanand Rd, Panvel, Navi Mumbai, Maharashtra 410206**, for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Structural Engineer and the Architect till the completion of the building.

H. The Promoter has obtained financial assistance/credit facility for construction of the said project from State Bank of India, SME Backbay Reclamation Branch, Mittal Court, B Wing, Ground Floor, Nariman Point, Mumbai 400 021 ("SBI") vide its application dated 08/01/2022 and vide sanction letter dated 29/03/2022 read with addendum letter dated 06/04/2022 issued by SBI and Promoter has in accordance with the terms and conditions of sanction letter executed Deed of Simple Mortgage dated 15/06/2022 registered with the Joint Sub-Registrar Panvel-5 bearing Serial No. 9957 of 2022 on such terms and conditions as mentioned therein.

- I. The Promoter has expressed its intention to dispose of the flats to be constructed on the said Project on outright sale to the prospective buyers.
- J. The Allottee has inspected the registration of said Project on the website of RERA along with the documents uploaded therein and is satisfied with the same. The Allottee has seen the said entire land and prior to execution of this Agreement. The Allottee has also taken inspection of the said Title Certificate, Commencement Certificate and sanctioned plans as referred above. The Allottee has also inspected plans, designs and specifications prepared by Promoter's Architect and Structural Engineer and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016.
- K. The Allottee has confirmed that the Allottee is satisfied in all respects with regard to the title of the Promoter in respect of the said Entire Land and further in respect of the said Unit. The Allottee confirms that the Allottee has waived his right to any further investigation or raise any objection to the title of the Promoter to the said Entire Land and the competency of the Promoter to enter into this Agreement.
- L. Relying on the representation of the Allottee as above the Promoter has agreed to sell and the Allottee has agreed to purchase 'Flat/Shop No [●], [●] floor in Wing "[●]" of the building named "[●]", admeasuring RERA carpet area being [●] Sq. Mtrs plus exclusive balcony area [●] Sq. Mtrs. as per the Floor Plan annexed hereto and marked as "**Annexure A**" (hereinafter referred to as "said Unit" in the said Project) which is more particularly described in **Third Schedule** hereunder for a total consideration of Rs. [●] (Rupees [●] only) ("Total Consideration").
- M. At and before the execution of these presents the Allottee has paid to the Promoter a sum of Rs. [●]/- (Rupees [●] Only with all other charges) being "**Initial Booking Amount**" for the Purchase of the said Unit agreed to be sold by the Promoter to the Allottee the receipt whereof the Promoter does hereby admit and acknowledge. The Allottee has agreed to pay to the Promoter balance consideration in the manner hereafter appearing.
- N. The Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Unit in favour of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the Parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.
- O. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project.

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

**1. PROJECT**

- 1.1 The Promoter is fully seized and possessed of all that piece and parcel of land admeasuring **24055 sq. mtrs approx.**, bearing **Survey No. 19 Hissa No. 1, Survey no. 20, Survey No. 24/A Hissa No. 8B** situated at Village Rohinjan, Taluka Panvel, Dist. Raigad in the state of Maharashtra (hereinafter referred to as the "said **Entire Land**"), and is entitled to construct 6 (Six) separate buildings in phase wise manner on the said Entire Land.
- 1.2 Promoter has obtained Commencement Certificate from Panvel Municipal Corporation vide Order dated **17/09/2021** bearing No. **PMC/TP/Rohinjan/19/1,20,24/A/8/B/16030/19/06/2021** for construction of 6 Residential Buildings and 1 Commercial structure on the said Entire Land (hereinafter referred to as the said "**Entire Project**") under the name and style of "**Mahaavir Exotique**".
- 1.3 Out of the said Entire Project, Promoter is constructing Building A of Ground+ 29 floors consisting of 163 Residential Units, Building B of Ground + 22 floors consisting of 161 Residential Units, Building C of Ground + 22 floors consisting of 161 Residential Units, Building D of Ground + 22 floors consisting of 161 Residential Units and 1 Commercial structure consisting of 12 Commercial units, and more particularly described in "**Second Schedule**" (hereinafter referred to as the said "**Project**") along with common external amenities more particularly described in **Fifth Schedule**, to be known as "**Mahaavir Exotique Phase 1**", to be constructed on a portion of said Entire Land (hereinafter referred to as the "**Project Land**") and the details whereof, the Allottee has been made aware of, in accordance with the plans, design, specifications approved by competent authority with only such variation as may be required to utilize the total available FSI and as approved by the competent authority or the Government. If required, the Promoter shall carry out minor modifications and compliances as may be deemed fit.
- 1.4 The Promoter has agreed to develop the said Project, in accordance with the plans, designs, specifications approved by the competent authority and which have been seen and approved by the Allottee with only such variations as may be required to utilize the total available FSI and as approved by the competent authority or the Government. If required, the Promoter shall carry out minor modifications as may be deemed fit.
- 1.5 It is hereby stated that the present layout is sanctioned as per Unified Development Control and Promotion Regulations notified by the Maharashtra Government on 2nd December 2020 ("**UDCPR**"). Allottee understands that the Promoter is entitled to complete the Entire Project, as per maximum permissible FSI as per UDCPR, on the said

Entire Land plus permissible Ancillary FSI that is or may be available for utilizing and consuming the full development potential of the said Plot which includes the entire basic FSI of the Plot, TDR/Additional FSI, Fungible FSI, premium paid FSI, compensatory FSI, incentive and any other FSI/TDR (that may be acquired in any manner), besides which the Developer is also entitled to utilize ancillary FSI (as may be available) under the UDCPR or on such other regulations as may be applicable from time to time, either free of cost or on payment of premium etc., or FSI available with or without premium etc. or FSI available with or without premium under UDCPR or any other subsequent circulars, notifications or guidelines issued by CIDCO/Govt. of Maharashtra. The in-situ presently consumable development potential of the Project as on date of execution of this Agreement is detailed in the Commencement Certificate dated 17/09/2021 bearing No. PMC/TP/Rohinjan/19/1,20,24/A/8/B/16030/19/06/2021.

- 1.6 In case of any further amendment to the plan due to any addition/alteration to the existing floors due to additional FSI or TDR due and being available or otherwise, the Promoter shall seek prior consent of the Allottee, if such addition/alteration is adversely affecting the Allottee. In case of any further amendment to the plan due to any addition/alteration to the existing floors due to compulsion or direction of competent authority or any other planning authority, no consent shall be required from the Allottee and Allottee with the execution of this Agreement has agreed for any such alteration / modifications required under law.

## 2. CONSIDERATION:

- 2.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell 'Flat/Shop No [●], [●] floor, in Wing "[●]" of the building named "[●]" admeasuring RERA carpet area being [●] Sq. Mtrs plus exclusive balcony area [●] Sq. Mtrs. (hereinafter referred to as "the Unit") which is more particularly described in the Third Schedule hereunder and as shown in the Floor Plan, in the Project, known as "Mahaavir Exotique Phase 1" (hereinafter referred to as "Project) for the consideration of Rs. [●] (Rupees [●] only) ("Total Consideration") along with [●] car-parking space without any additional consideration. The internal amenities to be provided in the said Unit are as more particularly stated in the **Fourth Schedule** hereunder.
- 2.2 The Allottee agrees and understands that timely payment towards purchase of the said Unit as per payment plan/ schedule hereto is the essence of this Agreement. The Allottee has paid on or before execution of this Agreement a sum of Rs. [●] (Rupees [●] only) ("Initial Booking Amount") as initial amount at the time of booking and hereby agrees to pay to that Promoter the balance amount of Rs. [●] (Rupees [●] only) ("Balance Consideration") in the following manner:-

<b>Stage of Building Completion</b>	<b>Percent of payment</b>
On Booking	10%
On Agreement for Sale	20%
On Completion of Plinth	15%
On Completion of 1 <sup>st</sup> Slab	3%
On Completion of 2 <sup>nd</sup> Slab	3%
On Completion of 3 <sup>rd</sup> Slab	3%
On Completion of 4 <sup>th</sup> , 5 <sup>th</sup> & 6 <sup>th</sup> , 7 <sup>th</sup> , 8 <sup>th</sup> Slab	4%
On Completion of 9 <sup>th</sup> , 10 <sup>th</sup> , 11 <sup>th</sup> , 12 <sup>th</sup> , 13 <sup>th</sup> Slab	4%
On Completion of 14 <sup>th</sup> , 15 <sup>th</sup> , 16 <sup>th</sup> , 17 <sup>th</sup> , 18 <sup>th</sup> Slab	4%
On Completion of Terrace Slab	4%
On Completion of Internal Wall, Internal Plaster & POP	5%
On Completion of External Plaster & Elevation	5%
On Completion of Wall Tiling & Flooring	5%
On Completion of Doors & Windows	5%
On Completion of Lifts & Waterproofing	5%
On Possession	5%
<b>TOTAL</b>	<b>100%</b>

- 2.3 Any payments made by the Allottee to the Promoter shall be first appropriated towards GST, then outstanding interest and balance if any, towards the principal sums of the instalments of the said Total Consideration. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.4 The consideration is exclusive of contribution (being common maintenance charges as) and of any statutory levies and taxes as are or will be applicable or payable hereunder in respect of the said Unit.
- 2.5 The 'Allottee' shall deduct tax at source on the consideration amount at the prevailing rate, if applicable and furnish a TDS certificate to the Promoter within the time limit provided under Income Tax Act, 1961.
- 2.6 The receipt for the payments made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account after the Promoter.
- 2.7 The Total Consideration is escalation free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and

agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

2.8 The Promoter may charge the Allottee separately for any upgradation/ changes specifically requested or approved by the Allottee in fittings, fixtures and specifications and any other facility which have been done on the Allottee's request or approval, but which have not been agreed upon herein or as shown in the website of the registered authority.

2.9 The Allottee shall make payment of the balance consideration as per the table mentioned above, immediately upon it becoming due, without any delay or demur for any reason whatsoever failing which the outstanding amount shall carry interest at such rates as prescribed in the law till the time of payment or realization.

2.10 Without prejudice to its rights and remedies under this Agreement, the Allottee hereby agrees that in the event that any portion of the Consideration is not paid by the Allottee within the time periods as set out in this Agreement, the Promoter shall have a charge lien on the said Unit to the extent of the unpaid amount, except the cases where non-payment is on account of or attributable to default by the Promoter in compliance of its obligations hereunder.

2.11 The Allottee shall also be entitled to proportionate rights in the common areas and facilities appurtenant to the Building, the nature, extent and description of the common areas and facilities which are more particularly described in the Fifth Schedule annexed herewith.

### **3. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned), the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the table referred to in Consideration clause, through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of "MAHAAVIR SUPERSTRUCTURES PRIVATE LIMITED", Current A/c. No: 40868113816, STATE BANK OF INDIA, Sme BackBay Reclamation, NARIMAN POINT, MUMBAI branch being collection account.

### **4. INTEREST ON UNPAID DUE AMOUNT**

4.1 Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and

liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly interests, on all the amounts which become due and payable by the Allottee to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee from time to time or on completion of the said Project, and the Allottee has agreed to pay the same as and when demanded before the possession of the said Unit.

4.2 If the Promoter fails to abide by the time schedule for completing the Project and handing over the Unit to the Allottee on account of reasons beyond his control, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.

## 5. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE

The Promoter has upon request, given inspection to the Allottee of all the documents of title including copies of Agreements, Development Permissions and Commencement Certificate; 'Certificate of Title in respect of said entire land issued by Adv. "Vidhik Legit Advocates" on dated 08/07/2022, along with Search Report issued by Mr. Rakesh Kubal (Search clerk) dated 30/09/2021 and dated 08/07/2022 (appended hereto as "Annexure E") and of such other documents as are specified under applicable statute and rules and regulations. The Allottee has verified that the Promoter has clear and marketable title with respect to the said Entire Land as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the said Entire Land and also has actual, physical and legal possession of the said Entire Land for the implementation of the said Project. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Entire Land and shall obtain requisite approvals from time to time to complete the development of the said Entire Land.

## 6. SPECIFICATIONS AND AMENITIES

The specifications and internal amenities of the Unit to be provided by the Promoter in the said Project and the said Unit are those that are set out in the **Fourth Schedule** hereunder. Common external amenities for the Project on the said Entire Project are stated in the **Fifth Schedule** hereunder. In the project the said high rise buildings is under construction and considering the maintenance and the stability of the building and internal structures, it is herein specifically informed by the consultant of the Promoter to not allow any internal changes. Therefore, as per the policy adopted by the Promoter, there shall be no customization permitted inside the said Unit changes such as civil, electrical, plumbing etc. If any such modification / customization is done by the Allottee after handover of possession by the Developer, it shall be liability of the

Allottee only. Allottee agrees that in the event, Allottee so desires to install and fit external grills on the windows, the Allottee shall do so at its own expense and pay the amount of same directly to the Vendor.

## 7. POSSESSION OF THE UNIT

7.1 **Schedule for possession of the said Unit:** The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement subject to receipt of Total Consideration and dues of the Promoter and taxes thereon are paid by the Allottee in respect of the said Unit. In terms of these presents, The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Unit by or before **31<sup>st</sup> December 2026**.

7.2 Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee and the Promoter for giving possession of the Unit on the aforesaid date, and the same shall not include the period of extension given by the Authority upon registration under RERA. Further, if the completion of the said Building in which the Unit is to be situated is delayed on account of:

- (i) war, civil commotion, flood, drought, fire, cyclone, earthquake, Act of God or any calamity by nature affecting the regular development of the real estate project ("Force Majeure").
- (ii) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the Promoter as per sanctioned plan due to specific stay or injunction orders relating to the said Project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

7.3 If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within **120** days from that date. After any refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.4 **Procedure for taking Possession:** The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the

Allottee intimating that the said Unit is ready for use and occupation. The Allottee herein shall inspect the said Unit in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of Total Consideration and dues to the Promoter as per terms and conditions of this Agreement and take the possession of the said Unit within 15 days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

7.5 **Failure of Allottee to take Possession of Unit:** Upon receiving a written intimation from the Promoter as per clause above, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Unit to the Allottee. In case the Allottee fails or commits delay in taking possession of said Unit within the time provided in clause above, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Unit and the Promoter shall not be liable for the maintenance, wear and tear of the said Unit.

7.6 **Compensation:** Except for occurrence of the events stating herein above, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason not attributable to the acts of Promoter;

7.7 Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Unit.

## **8. TIME IS ESSENCE**

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Unit to the Allottee and the common areas to the association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per payment table in clause 2.4 in this Agreement.

## **9. TERMINATION OF AGREEMENT**

9.1 Without prejudice to the right of Promoter to charge interest in terms of clause no. 4

above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment reminders, the Promoter shall at his own option, terminate this Agreement. Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

- 9.2 That the Allottee shall not be entitled to raise any objection to termination made by the Promoter if the conditions as mentioned in this agreement hereinabove are fulfilled and that Promoter shall be authorized to unilaterally register the cancellation deed with the registrar without any recourse to the Allottee. In case of termination of this Agreement, the Promoter may forfeit up to 10% of Agreement value as damages towards cancellation (hereinafter referred to as "the pre-determined damages") accepted by Allottee as being reasonable and fair estimate from the consideration amount paid by Allottee till the date of termination and shall refund the balance amount to the Allottee. Such refund to the Allottee shall be within 120 days of termination. Further, Allottee shall not be entitled to claim refund from the Promoter the amounts paid by the Allottee to the government namely GST, stamp duty, registration and legal charges. Since the Allottee has defaulted, the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. Upon termination of this Agreement the, Promoter shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit. However, in case Allottee challenges such termination before any authority then Promoter shall be entitled to hold the refund till conclusion of such dispute.
- 9.3 For whatsoever reason if the Allottee herein, without any default or breach on his/her/their part, desire to terminate this agreement/transaction in respect of the said Unit then, the Allottee herein shall issue a prior written notice to the Promoter as to the intention of the Allottee and on such receipt of notice the Promoter herein shall be entitled to deal with the said Unit with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee shall be entitled to receive the refund of consideration, subject to terms of this Agreement.
- 9.4 It is specifically agreed between the Parties hereto that, if the transaction in respect of the said Unit between the Promoter and Allottee herein is terminated as herein above written then all the instruments under whatsoever head executed between the Parties

hereto or between the Promoter and Allottee herein, in respect of the said Unit, shall stand automatically cancelled and either Party shall have no right, title, interest or claim against each other except as provided hereinafter.

## **10. DEFECT LIABILITY**

- 10.1 If within a period of five years from the date of handing over the Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Unit or any defects in the building in which the 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 Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
- 10.2 Provided however, that the Allottee shall not carry out any alterations of the whatsoever nature in the said Unit of the said Building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular. It is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and by negligent use of Unit by the occupants, vagaries of nature etc.
- 10.3 That it shall be the responsibility of the Allottee to maintain the said Unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles the said Unit are regularly filled with white cement/epoxy to prevent water seepage.
- 10.4 Further, where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Building, if the annual maintenance contracts are not done/renewed by the Allottees, the Promoter shall not be responsible for any defects occurring due to the same.
- 10.5 That the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the units and the common external amenities wherever applicable.
- 10.6 That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the unit/ building includes minor hairline cracks on the

external and internal walls excluding the RCC structure and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

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

## **11. FORMATION OF ASSOCIATION OF ALLOTTEE FOR THE PROJECT AND CONVEYANCE OF ENTIRE LAND**

11.1 Allottee is aware and have been made understood that the said Entire Land will be developed in multiple phases and currently the layout sanctioned for the said Entire Land comprise of 6(six) building(s)/Tower(s).

11.2 Considering the Promoter herein is carrying on the construction/development on the said Entire Land as aforesaid and further to carry out the maintenance of the Project and common facilities more conveniently, there shall be an Association of Allottees as a Co-operative Society or Company (hereinafter referred to as "**Association**") which may be formed by prevailing local laws as may be applicable to the said Project, which the Promoter shall decide as suitable for the Unit holders in the said Project which is under construction on the said Entire Land.

11.3 The Allottee along with other Allottees of units in the Project shall join in forming and registering the said Association 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 the other papers and documents necessary for the formation and registration of the Association for becoming a member, including the bye-laws of the proposed Association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Association of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of such Association, as the case may be, or any other Competent Authority.

11.4 Promoter may form register separate Association for each building/tower/wing and has proposed to convey rights of each building/tower/wing to the respective Society within the provision of Maharashtra Co-Operative Society Act, 1960. Allottee undertake to become member of the respective Society and agree to sign all application/documents required for formation of such Society. Society shall be formed within the time frame as required under RERA 2016. Allottee agrees to pay a sum of **Rs. 30,000/- (Rupees Thirty Thousand Only)** per Unit as contribution of the Society

Formation Charges and **Rs. 25,000/- (Rupees Twenty-Five Thousand Only)** per Units, as Corpus Fund Contribution.

- 11.5 On Completion of development of the said entire land the Promoter may form Federation of all Association for the purpose of conveyance of said entire land in favour of Federation. Allottee undertake to sign all application/documents required for this purpose.

## **12. COMMON MAINTENANCE CHARGES**

- 12.1 After the Promoter gives intimation in writing to the Allottee that the said Unit is ready for use and occupation, the Allottee shall be liable to pay for proportionate shares of outgoings to local authority and/or Government shall be paid within 15 days of such intimation in respect of the said Project Land and Building namely water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security, sweepers and all other expense necessary and incidental to the management and maintenance of the Building of the said Project Land. Such proportionate share of expense shall be calculated on the basis of carpet area of the said Unit.
- 12.2 The Allottee shall pay to the Promoter advance maintenance /deposit of along with applicable GST as common maintenance charges for upkeep and maintenance of common areas and facilities in the said building (like electricity of common areas, security, property tax, maintenance of common areas, salaries) until conveyance of said entire land is executed in favor of the Federation, subject to a maximum period of eighteen months from the date of notice specified herein. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance is executed in favor of the Federation as aforesaid. The Allottee undertakes to pay such contribution within fifteen days of receiving notice that the said Flat is ready for possession and shall not withhold the same for any reason whatsoever. Provided that if the Allottee does not pay its share of the common maintenance charges within 15 days of receiving the notice of demand in this regard then the Promoter shall be entitled to levy interest @ 18% on such delayed payment from the date when the payment is due till the date of actual payment.
- 12.3 That the Promoter shall not be liable to repair or maintain the common areas like staircase, lifts, lobbies if these are damaged by the Allottee while shifting goods or while getting interior work done in the Unit purchased. The Allottee shall be liable to restore the original position of damaged areas at his own cost and effort.
- 12.4 Where the Allottee has to make any payment in common with other Allottees in said Building, the same shall be in proportion which the carpet area of the said Unit bears to the total carpet area of all units in the said Plot.

- 12.5 The Promoter shall be liable to maintain a separate bank account for the purpose of collecting the above-mentioned deposit and yearly/monthly maintenance charges along with applicable GST. All expenses towards maintenance shall be paid from such bank account till the Association/Federation is formed and thereafter such bank account shall be closed and entire accounts and amount if any therein shall be handed over by the Promoter to the Association / Federation.
- 12.6 All costs, charges and expenses in connection with the formation of Association and Federation, the professional cost of the Advocates or Solicitors for preparing all legal documents shall be borne by the Allottee in proportion to the carpet area of the said Unit.
- 12.7 Provided that the cost of conveyance of the said entire land in favour of Federation shall be borne by all the Allottees of entire project collectively and they shall come forward to accept conveyance of the said entire land in the name of Federation formed within 15 days of receiving intimation for such conveyance from the Promoter. The common external amenities as specified in Fifth Schedule shall be conveyed to the Federation upon complete completion of development of the said entire land.

### **13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- 13.1 The Promoter has clear and marketable title with respect to the entire land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the entire land and also has actual, physical and legal possession of the said entire land for the implementation of the Entire Project.
- 13.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.
- 13.3 There are no litigations pending before any Court of law with respect to said entire land or Project except those disclosed in the title report.
- 13.4 All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants. The Developer/Promoter has disclosed the same to the Allottee and the Allottee is aware that professional liability has been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the Allottee and based on these said details of the drawings any of the calculations and areas shown, the Allottee has agreed to take the said Unit.
- 13.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following due

process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas;

- 13.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein may prejudicially be affected;
- 13.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Plot, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement.
- 13.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement.
- 13.9 At the time of execution of the conveyance deed of the structure to Association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the respective building(s) to the Association of the Allottees;
- 13.10 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities.
- 13.11 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said entire land and/or the Project.

#### **14. COVENANTS AS TO USE OF SAID UNIT**

- 14.1 The Allottee with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter as follows for the said Unit and also the said Project in which the said Unit is situated:
  - 14.2 To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date, the possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the 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 Unit is situated and the Unit itself or any part thereof without

the consent of the local authorities, if required.

- 14.3 Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the 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 are likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- 14.4 To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the 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 Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 14.5 Not to demolish or cause to be demolished the 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the 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 Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Unit without the prior written permission of the Promoter and/or the Association.
- 14.6 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said entire land and the building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 14.7 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 entire land and the building in which the Unit is situated.
- 14.8 Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is

situated.

- 14.9 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 Unit by the Allottee for any purposes other than for purpose for which it is sold.
- 14.10 The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- 14.11 The Allottee shall observe and perform all the rules and regulations which the Association and Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association and Federation regarding the occupancy and use of the 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.
- 14.12 Till a conveyance of the structure of the building in which Unit is situated is executed in favour of Association, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- 14.13 Till a conveyance of the said entire land on which the building in which Unit is situated is executed in favour of Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.
- 14.14 That the Allottee shall indemnify and keep indemnifying the Promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, no observance or non- performance of such obligations given specifically herein to the Allottee.
- 14.15 That nothing herein contained shall construe as entitling the Allottee any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc. of the remaining portion of the proposed Project layout unless specifically agreed and consideration dispensed by the Allottee to the Promoter in this regard.

- 14.16 That the parking spaces sold to the Allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle. That this has been clearly made aware to the Allottee and the same has been agreed by the Allottee to follow.
- 14.17 To Indemnify the Promoter with respect to Right of Way Land and not to obstruct or create hindrance to the Right of Way Land in any manner whatsoever for the use and benefit of Survey No. 25/1.

## **15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON FLAT**

The Allottee hereby grants their consent to the Promoter for availing such loan and /or financial assistance on such terms and conditions as the Promoter may deem fit and proper subject to the repayment thereof by the Promoter on the said Entire Land. However, Promoter shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Flat.

## **16. INVESTOR CLAUSE**

The Allottee has purchased the said Unit as an Investor. The Allottee 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 Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 1958. Without prejudice to the Allottee right as an Investor, the Allottee may continue to hold the said Unit like any other Allottee if he does not sell it within one year.

## **17. NOTICE OF DEMAND**

- 17.1 Upon an installment becoming due, the Promoter shall issue a notice of demand cum Invoice giving at least 15 days' time from date of notice to Allottee for making the payment of installment. The said notice of demand shall be accompanied by certificate from the architect certifying the satisfactory completion of the stage of work for which the payment is due.
- 17.2 All notices including notice of demand to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Allottee and the Promoter by Registered Post A.D/ Speed Post/ Courier and notified mail ID at their addresses specified below. Such delivery of mail or dispatch of post shall be treated as sufficient compliance from the Promoter. Thereafter, the Allottee shall be barred from claiming the non-receipt of the notice of demand.

Name & Address (Allottee)	Name & Address (Promoter)
[●] Email [●]	<b>Mahaavir Superstructures Private Limited,</b> Office address: A-1003 to 1009, 10th Floor, Mahaavir Icon Bldg., Plot 89/90, Sector-15, CBD Belapur, Navi Mumbai- 400614 Email: [sales@mahaavir.in]

17.3 Upon handing over of the possession of the Flat to the Allottee under this agreement, all the notices on the Allottee shall be served at the address specified hereinabove unless there is a specific written request to revise the address for communication.

#### **18. ENTIRE AGREEMENT AND RIGHT TO AMEND**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit. This Agreement may only be amended through written consent of the Parties.

#### **19. MEASUREMENT OF THE RERA CARPET AREA OF THE SAID UNIT**

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the RERA carpet area, subject to a variation cap of three percent. The total price payable for the RERA carpet area shall be recalculated upon confirmation by the Architect of the Project. If there is any reduction in the RERA carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement. That in such a case, the Parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

#### **20. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

20.1 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 Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

20.2 The Developer/Promoter is entitled to put/fix permanent attractive signboard, glow sign, name of the building, name of the project and brand name of the Developer/Promoter at the gate and/or on the said entire land and/or on the building and a permanently readable name shall be marked on the building.

20.3 That the Allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee to the Promoter for the same; save and except his right to enjoy and use the Unit purchased by him and any other rights given by the Promoter to the Allottee for which consideration has been dispensed.

## **21. REGISTRATION OF THIS AGREEMENT**

The Promoter herein shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

## **22. WAIVER NOT A LIMITATION TO ENFORCE**

22.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Consideration table including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

22.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

## **23. DISPUTE RESOLUTION**

If any dispute or differences arises out of or in relation to this Agreement then the both the Parties shall endeavor to discuss the matter amicably and shall negotiate in good

faith to endeavor to resolve the matter by mutual discussion. If any dispute arising has not been resolved by the Parties within fifteen (15) days after the date of dispute raised, the Party raising the dispute shall give written notice of it to the other Party then the matter shall be submitted by either party to the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

#### **24. GOVERNING LAW**

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

#### **25. JURISDICTION**

All disputes concerning this agreement shall be subject to the jurisdiction of courts in Navi Mumbai.

#### **26. JOINT ALLOTTEES**

That in case there are Joint Allottees, they shall be considered as joint and severable Allottees for the purpose of these clauses in the agreement and all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

**IN WITNESS WHEREOF PARTIES HEREIN ABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.**

#### **FIRST SCHEDULE (Entire Land Schedule)**

All that piece and parcel of land bearing Survey No. 19, Hissa No. 1, admeasuring area about 9385 sq. mtrs., Survey No. 20, Hissa No. 0., admeasuring area about 12570 sq. mtrs and Survey No. 24, Hissa No. A/8/B, admeasuring area about 2100 sq. mtrs situated at Village Rohinjan, Taluka Panvel, Dist. Raigad in the state of Maharashtra, bounded as under:

<b>Survey No. 19 – Hissa No. 1</b>	
On towards East:	Survey no. 25, Hissa No. 1 and Survey No. 26
On towards West:	Survey no. 20, Hissa No. 0 and Rohinjan to Pisarve Road No. 22
On towards South:	Rohinjan to Pisarve Road No. 22
On towards North:	Survey No. 24 (Part)
<b>Survey No. 20 Hissa No. 0</b>	
On towards East:	Survey No. 19, Hissa No. 1
On towards West:	Survey No. 24A, Hissa No. 8/A

On towards South:	Survey No. 20, Hissa No. 0
On towards North:	Rohinjan to Turbhe Village Road
<b>Survey No. 24A Hissa No. 8B</b>	
On towards East:	Survey No. 24A, Hissa No. 4
On towards West:	Survey No. 24A, Hissa No. 8/A
On towards South:	Survey No. 20, Hissa No. 0
On towards North:	Rohinjan to Turbhe Village Road

### **SECOND SCHEDULE**

#### **(Project Schedule)**

Building A consisting of Ground+ 29 floors, consisting of 163 Residential Units, having Built-Up area of 15010.763 sq.mts, Building B consisting of Ground + 22 floors, consisting of 161 Residential Units having Built-Up area of 11572.407 sq.mtrs, Building C consisting of Ground + 22 floors, consisting of 161 Residential Units having Built-Up area of 11572.407 sq.mtrs, Building D consisting of Ground + 22 floors, consisting of 161 Residential Units having Built-Up area of 11572.407 sq.mtrs and 1 Commercial Structure consisting of 12 Commercial units having Built-Up area of 375.20 sq.mtrs. under the name and style of "Mahaavir Exotique Phase 1"

### **THIRD SCHEDULE**

#### **(Unit Schedule)**

Flat No [●], [●] floor in the Wing "[●]" of the building named "[●]", admeasuring RERA carpet area [●] Sq. Mtrs. (Equivalent to [●] sq. ft.) plus balcony area [●] Sq. Mtrs (Equivalent to [●] sq. ft.) alongwith {●} car parking space.

### **FOURTH SCHEDULE**

#### **(List of internal Amenities)**

##### **Amenities of Unit:**

1. Vitrified tiles in all rooms.
2. Aluminium powder coated / Anodized windows.
3. Pop finish internal walls.
4. Designer tiles in Kitchen & Bathrooms.
5. Branded sanitary ware & CP fittings.

### **FIFTH SCHEDULE**

#### **(List of External Amenities)**

1. Earthquake resistance RCC construction.
2. Club house & landscape Area.
3. Highspeed Elevators.
4. Decorative Entrance & Typical lobbies.

SIGNED AND DELIVERED BY WITHIN NAMED "PROMOTER"	SIGNATURE	PHOTOGRAPH	LEFT HAND THUMB IMPRESSION
MAHAAVIR SUPERSTRUCTURES PRIVATE LIMITED PAN AAMCM5042M Through its Director Mr. Mohnish Omprakash Chhajer And/Or Mr. Omprakash B. Chhajer			
SIGNED AND DELIVERED BY WITHIN NAMED "ALLOTTEE"	SIGNATURE	PHOTOGRAPH	LEFT HAND THUMB IMPRESSION
Name of Allottee PAN of Allottee			
WITHNESS			
1)			

2)			

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