

AGREEMENT FOR SALE

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

BETWEEN

M/S. ARIHANT AASHIYANA PRIVATE LIMITED, a Private Limited Company registered under the provisions of the Companies Act, 1956, having CIN No. U45400MH2010PTC210759 having its registered Office at 25th Floor, B Block, Arihant Aura, Plot 13/1, TTC Industrial Area, Turbhe, Navi Mumbai – 400705, "**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

_____, having Permanent Account No. _____, adult Indian Inhabitant, residing at _____, hereinafter referred to as "**THE PURCHASER**" (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**.

WHEREAS-

- I. THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA, a Company Incorporated Under the Companies Act, 1956 (I of 1956) hereinafter referred to as 'THE CORPORATION' is the New Town Development Authority declared for the area designed as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Sections (1) and (3-A) of Section 113 of the Maharashtra Regional & Town Planning Act 1966 (hereinafter referred to as the MRTP Act).
- II. The State Government has acquired lands pursuant to section 113-A of the Maharashtra Regional and Town Planning Act and vesting such lands with the CIDCO for the purpose of Development of Navi Mumbai.
- III. The CIDCO has erected 27 buildings consisting of ground plus two upper floors on the said plot of land and consisting of 648 flats in toto (hereinafter referred to as the "said Buildings") located on Plot No. 8, Sector- 9, Vashi, Navi Mumbai, admeasuring 14995.54 square meters or thereabouts (hereinafter referred to as the "said plot"), formerly known as

"JN-1 Type Apartment Owners Association condominium number 8", (hereinafter referred to as 'Said Association'). The said Plot is more particularly described in the **SCHEDULE I** appended hereunder.

- IV. The CIDCO Ltd. has executed diverse Deed of Apartment's and Agreement to Lease with the Apartment Owners/then Association hereinabove and has leased their respective flats to each of the Apartment Owners herein on such terms and conditions.
- V. Subsequent thereto CIDCO Ltd. by a Deed of Declaration dated 18.06.1985 leased the said Plot No. 8, Sector 9, Vashi, Navi Mumbai, admeasuring 14995.54 square meters to the said Association and further the CIDCO Ltd. has demised unto the said Association the said plot as "tenants in common" in shares equal to their respective percentage of the undivided interest in the common areas and facilities as expressed in the aforesaid Declaration executed by the CIDCO Ltd., for a term of 60 years starting from 09th August, 1985 and on the terms and conditions therein mentioned. The said Deed of Declaration is registered with the Sub-registrar of Assurances at Thane under the serial number P-472 of 1985.
- VI. The aforesaid Apartments Owners (hereinafter referred to as "Tenants/Apartment Owners") are absolutely seized and possessed of or otherwise well and sufficiently entitled to their respective Flats situated at Plot No. 08, Sector No. 09, admeasuring about 14995.54 Square Meters at Vashi, Navi Mumbai.
- VII. The said 27 buildings are in dilapidated and dangerous conditions and likely to harm the residents and other passerby. The said 18 buildings are declared unfit for human habitation by Civil Engineering Department of I.I.T. Bombay vide their Comprehensive Report dated 09th May, 1997 on fitness for Human Habitation of JN-2 & JN-1 Type Buildings, Sector No. 9 & 10, Vashi, who were appointed by Navi Mumbai Municipal Corporation (NMMC) for making the Structural Audit of similar type of buildings. Furthermore, NMMC has declared said 27 buildings dangerous under C-1 Category vide its Notice.
- VIII. Majority Apartment Owners are not in sound financial position to shell out the huge burden of re-construction expenses and hence it was decided in the Annual General Body Meeting dated 20/01/2013 to go in for Redevelopment & followed by inviting proposals from reputed builders.
- IX. AND WHEREAS:
 - a. A Tender Notice was published in a Local Newspapers (i) Free Press dated 27/07/2013 & (ii) Navshakti dated 27/07/2013 by the Said Association inviting Tenders/ Proposals for proposed Demolition of the existing buildings of the said Said Association and redevelopment of a new building in lieu of potential FSI of the plot, together with right to

the Developer to sell the additional flats/ Offices / shops and parking spaces available hereinafter referred to as "the said Tender".

- b. The Developers submitted their Prequalification & Financial Bids in response to the above mentioned Tender of the Said Association.
 - c. The Sealed envelopes of the bids were opened in Managing Committee meeting and handed over the same to the PMC appointed who has in turn made comparative analysis and study, and based on it prepared report of tenders which is submitted and explained it to the said Association in Special General Meeting held on 29/09/2013 which was duly video graphed and thereafter said Association unanimously resolved to accept the Bid of the Developer herein and further resolved to grant Development Rights in respect of the said Plot and structures thereon to the Developers herein. The act of selecting Developer including that of Public Notice, Open Tenders, Criteria for eligibility, financial bid, legal advisor, Project Management Consultant, and opening of sealed envelope of tenders is accepted by majority of 648 tenants and under the prescribed marking system wherein the Developer i.e. M/s. Arihant Dwellcons Pvt. Ltd., and it's Promoter were unanimously approved, acknowledged and accepted by the majority of the members/Apartment Owners present in the forum, as the Developer of said Plot.
 - d. All the Individual Apartment Owners/Members of the Said Association have given their respective Irrevocable Consent / Affidavit letters to the said Association whereby they have also approved the appointment of the Developers for demolishing and redevelopment of said Association's existing Buildings as per the terms mentioned in the Developers' bid.
- X. The developers have consented to demolish and reconstruct the said Buildings, located in Said Association/Society as per the terms mentioned in the Developers' bid letter dated 01/08/2013.
 - XI. The Redevelopment was awarded and accepted by and between Apartment Owners and JN-1 Type Apartments Owners Association, Building No. 19 to 45 and said Arihant Dwellcons Private Limited. The Apartment Owners Association also granted permission to the developer to nominate its sister concern as the developer of the redevelopment of the project herein. And accordingly, the Arihant Dwellcons Private Limited has nominated M/s. Arihant Estates i.e. Promoter herein for developing the said Plot and the said Society has accepted and adopted the same vide resolution dated 14.04.2019.
 - XII. The said Association applied to the Ld. Joint Registrar (CIDCO) of Co-Operative Societies situated at CBD Belapur, Navi Mumbai for converting

the Said Association registered under the Maharashtra Apartment Ownership Act, 1970 to the Co-Operative Housing Society registered under the Provisions of the Maharashtra Co-Operative Societies Act, 1961 as in the form of Association it is having limited rights as compared to duly registered Co-Operative Housing Society. The Joint Registrar allowed the application of the said Association and registered it as a Co-Operative Housing Society by name and style of KAILAS SHIKHAR CO-OPERATIVE HOUSING SOCIETY LTD. with registration number as NBOM/CIDCO/HSG/(T.C.)/7794/JTR/Year 2018-2019 (Hereinafter referred to as 'Said Society'). The said Society consists of 648 flats divided in 27 buildings, all of which are held by the existing Tenants in the said Society.

- XIII. The First Annual General Meeting of the said Society has taken place on 14.04.2019. The Tenants and the society accepted and recorded and agreed to act upon all the decisions taken by the Said Association, i.e. previous body of the total 648 apartments, and accordingly, the said Society has accepted Arihant Estates as their Developer for the redevelopment of their dilapidated building as awarded by the said Association/Society and consented by the Tenants with specific terms and conditions.
- XIV. The Urban Development Department of Government of Maharashtra by Notification having reference number as TPB 4312/643/CR-9/1/2014/UD-11 dated 04.02.2015 has granted Floor Space Index (FSI) for City of Navi Mumbai for redevelopment project with 2.5 FSI to be adopted by the NMMC as a part of the DCR of Town Planning of NMMC which has been subsequently replaced by newly sanctioned the Unified Development Control And Promotion Regulations For Maharashtra State (UDCPR-2020) on 02.12.2020.
- XV. The said Society by its Annual General Meeting dated 14.04.2019 has accepted and adopted the resolution of said Association dated 20/01/2013 and 29/09/2013 (hereinafter referred to as 'Said Resolution') as described and mentioned hereinabove. The said Society by accepting and adopting the said resolutions have confirmed and affirmed the appointment of developer/Promoter for redevelopment of building premises of said Society.
- XVI. The said Society thereafter through its Architect M/s. STAPL submitted proposal for developing said plot to the Navi Mumbai Municipal Corporation (the 'Corporation') for the purpose of redevelopment after complying with all the documents, NOCs required and plans to be submitted in order to obtain Commencement Certificate.
- XVII. The Navi Mumbai Municipal Corporation has issued Commencement Certificate having Ref. No. NMMC/TPO/BP/Case

No.20201CNMMC17379/648/2021 Dt. 24/02/2021 in favour of Kailas Shikhar Co-operative Housing Society Ltd., towards redevelopment of said JN-1/19 to 45 Buildings Plot No. 08, Sector-09, Vashi, Navi Mumbai which is attached hereto and marked as **ANNEXURE A.**

XVIII. The Developer/Promoter and said Society has executed Development Agreement on _____ and registered it with Sub-Registrar of Assurances Thane ____ with registration number as _____ and by the said _____ granted to the Promoter herein as the Developers therein, all the rights, title, interests and privileges under the said Redevelopment subject to its changes, amendments and other improvements, on as-is where-is basis to develop and construct the entire project and the sale /incentive component building which is named and styled as "**ARIHANT ADVIKA**", (hereinafter referred to as "the said Project") on the said Plot of Land bearing Plot No. Plot No.08 containing by admeasurements area of 14995.54 square meters or thereabout, situated at Sector -9, Vashi, Navi Mumbai containing building known as JN-1 Type - Building Nos. 19 to 45 belonging to M/s. Kailas Shikhar Co-Operative Housing Society Limited (Said Society). Along with the Development Agreement the said Society also executed General Irrevocable Power of Attorney in favor Promoter which is duly registered with office of Sub-Registrar of Assurances Thane ____ with Registration Number as _____ of _____.

AND WHEREAS, the title certificate in respect of the said Plot under the said Redevelopment Project and the rights of the Developers being the Promoter herein to develop the said Plot has been annexed herewith.

AND WHEREAS, the Promoter has engaged and appointed by entering into standard agreements the registered architects registered with the Council of Architects and structural engineers who have prepared and designed the structural designs and drawings and other specifications of the said buildings aforementioned and other such structures proposed to be developed and constructed on the said plot and the said development and constructions shall be under the professional supervision of such architects' and structural engineers' till the completion of the said project.

AND WHEREAS, the Promoters is thus ceased and possessed of or otherwise well and sufficiently entitled to all the pieces and parcels of plot of land or grounds being Plot No.8 containing by admeasurements area of 14995.54 square meters or thereabout, situated at Sector -9, Vashi, Navi Mumbai

containing building known as JN-1 Type – Building Nos. 19 to 45 which is more particularly described at SCHEDULE OF PROPERTY herein.

AND WHEREAS, the Purchaser demanded from the Sellers/ Promoters and the Sellers/ Promoters have given to the Purchaser inspection of all the documents of title and other papers relating to the said Plot including the Deed of Declaration dated 17.07.1985 executed in favor of the said Society by the CIDCO Ltd., the Development Agreement executed between the said Society and the Promoter herein confirmed by Apartment Owners, and Irrevocable General Power of Attorney executed between said Society and Promoter herein, Commencement Certificate dated 24.02.2021 issued by the Navi Mumbai Municipal Corporation which is Annexed, plans, designs, specifications and all such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016; Maharashtra Real Estate (Regulation and Development)(Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017, and other rules, GRs and Notifications, as amended from time to time (hereinafter referred to as the "**said act**" and "**said Rules**").

AND WHEREAS, the Purchaser has satisfied himself about the title of the said property and the rights of the Promoters to develop the said property and has accepted the Title Certificate annexed hereunder and the Purchaser hereby confirms and covenants that he/she/they shall not be entitled to raise any objection or have any dispute in that behalf.

AND WHEREAS, in pursuance of the said sanctioned plans and amended sanctioned plans the Sellers/ Promoters have commenced to construct the proposed Housing Project as per sanctioned plans.

AND WHEREAS, the Purchaser has approached the Sellers/ Promoters for purchase of a _____ **BHK** Flat No. _____, on the _____ **Floor**, in Tower _____ admeasuring _____ **Square Meters** being carpet area in the building named as _____ in the said project **Arihant Advika** situated on the said Plot of Land, and to be constructed by the Sellers/ Promoters and shown on the typical floor plan annexed hereto and thereon shown surrounded by red colour boundary line (which shall hereinafter be referred to as the "**said flat/Unit**").

AND WHEREAS, the Purchaser has agreed to purchase the said flat/unit will full notice and complete knowledge of the project being a large housing construction project proposed to be completed by the Promoter

/Seller in phase wise manner and in stages and accordingly have given their unequivocal consent to the Promoters /seller to complete the said phase wise construction and shall not object to the Promoters /Sellers right to utilize to the full and optimum Floor Space Index and/or Transfer Development Rights (present and future) available or made available by the competent authorities and/or change in government policy or law on the said Plot of land.

AND WHEREAS, the Purchaser has agreed to purchase the said flat with full notice and complete knowledge of all the documents of title and other papers relating to the said Plot of Land including the Deed of Declaration dated 17.07.1985 executed in favor of the said Society by the CIDCO Ltd., the Development Agreement executed between the said Society and the Promoter herein confirmed by Apartment Owners, and Irrevocable General Power of Attorney executed between said Society and Promoter herein, the Development Permission and the Commencement Certificate issued by the Navi Mumbai Municipal Corporation dated 24.02.2021 and also the terms and conditions of the said Development Permission, the said Commencement Certificate and the said sanctioned plans, specifications, Schematic Layouts of the entire development project to be constructed on the said Plot No.08 containing by admeasurements area of 14995.54 square meters or thereabout, situated at Sector -9, Vashi, Navi Mumbai containing building known as JN-1 Type – Building Nos. 19 to 45.

AND WHEREAS, the Sellers/ Promoters hold an exclusive right to Sell and/or dispose off the said flat/unit/car parking space in the proposed Project as being part of the apportionment belonging to the Incentive/Sale Component of the Sellers/ Promoters under the said Development agreement.

AND WHEREAS, by virtue of the Real Estate (Regulation and Development) Act, 2016; Maharashtra Real Estate (Regulation and Development)(Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017, and other rules, GRs and Notifications, as amended from time to time (herein after referred to as "the said Acts" and whichever is applicable), the Promoters being the Sellers/ Promoters herein are required to execute a written agreement for sale of the flat to the Flat Purchaser, being in fact these presents and upon this agreement being presented and/or lodged for registration under the Registration Act, 1908 with the concerned Sub-Registrar of Assurances, either by the Purchaser and/or the Sellers/ Promoters being the Promoters of the said project as the case

may be, the Sellers/ Promoters as the Promoters are required to admit the execution thereof before the said Sub-registrar.

AND WHEREAS, by executing this agreement the Purchaser/s has/have accorded and/or given to the Sellers/ Promoters his/her/their free and unequivocal consent as required under the Real Estate (Regulation and Development) Act, 2016; Maharashtra Real Estate (Regulation and Development)(Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017, and other rules, GRs and Notifications, as amended from time to time whereby the Sellers/ Promoters will be entitled to mortgage or create any charge on any Flat/Unit/Commercial Unit which is not hereby agreed to be sold by the Sellers/ Promoters and continue to be property of the Sellers/ Promoters.

AND WHEREAS, by executing this agreement, the Purchaser/s has/have accorded his/her/their consent that the Sellers/ Promoters will be entitled to make such alterations in the structures in respect of the said flat/unit/commercial unit/ shop/car parking space agreed to be purchased/acquired by the Purchaser/s and/or in the said Complex/Tower/Building in the said Project as may be necessary and expedient in the opinion of their Architect/Engineer provided that such alterations/modifications are approved by the concerned Statutory Planning Authority.

AND WHEREAS, the Sellers/ Promoters intend that the various acquirers of flat/units/commercial units/ shop/car parking space and other premises in the said Project "**ARIHANT ADVIKA**" would form themselves into a co- operative housing society and/or would become members of existing Co-Operative Housing Society and/or along with other previous members would take over the said Plot of Land together with the Buildings/Towers standing thereon in accordance with the provision hereinafter appearing.

AND WHEREAS, the Purchaser/s are aware and/or made to be aware that the Sellers/ Promoters are entering into various separate Agreements in the form of similar to this Agreement with such changes/amendments and/or alterations as they deem fit with several other persons and parties who may agree to take up and acquire flats/units/commercial units/ shop/car parking space or other premises in the said building on ownership basis on the same terms and conditions or otherwise as are contained herein except and subject to such modifications as may be necessary or considered desirable or proper by the Sellers/ Promoters.

AND WHEREAS, relying upon the Purchaser's said acceptance of the offer, consideration/price and the declarations of both Parties hereto, the Sellers/Promoters have agreed to sell to the Purchaser/s and the Purchaser/s have agreed to purchase the said flat/unit commercial unit/ shop/car parking space at the price/consideration and on the terms and conditions hereinafter appearing.

AND WHEREAS, the plans, designs and specifications for constructing the building on the said plot are approved by the Town Planning and other concerned authorities in respect thereof. The authenticated copies of the said plans of the layout as approved by the concerned Local Authority are annexed hereto as **ANNEXURE B**.

AND WHEREAS, the construction and development of the said Plot/Property totally admeasuring 14995.54 square meters (master layout Plot area of all phases if any;) is proposed to be on the total Plot as shown in the layout annexed at **ANNEXURE C** herewith by the promoter. The said Project shall consist of 4 nos. of buildings of which Sale/Incentive Building Wing 'A' and Wing 'B' consisting of 1 Basement + 1 Stilt + 3 Podiums + 23 Floors to be built on 14995.54 square meters of Plot herein after referred as "the said Project".

AND WHEREAS, the project shall be known as "**ARIHANT ADVIKA**".

AND WHEREAS, the Promoter has appointed an Architect registered with the Council of Architects and the service provider may be changed at the discretion of The Promoter without the consent of the Purchasers.

AND WHEREAS, the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and The Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS, the Purchaser is desirous to purchase an Apartment/Flat/shop/office bearing no. _____ on the _____ **Floor**, in the **Wing** _____ (hereinafter referred to as "**the said Building/Wing**"), to be constructed in said project by the promoter, totally admeasuring about _____ **square meters** RERA carpet area. **The " RERA carpet area" shall mean the area inside the apartment and includes the area covered by the internal partition walls of the apartment, cupboards, RCC column and RCC internal wall if any., excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said unit for exclusive use of the Purchaser or verandah area and exclusive open terrace area**

projection as weather sheds, chajjas , architecture projections appurtenant to the said unit or exclusive use of the Purchaser, In addition to the above RERA Carpet area, the _____ square meters area attached to the rooms of the said unit in the form of balcony attached to the rooms of the flat.

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; Maharashtra Real Estate (Regulation and Development)(Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017, and other rules, GRs and Notifications, as amended from time to time, hereinafter referred to as "**the said Act**" and has satisfied himself/herself about the title of the Promoter to the said plot 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 plot 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.

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.**

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at Law or advocate is hereto annexed as **ANNEXURE E.**

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

1. The Promoter shall construct the said Incentive/Sale building i.e. Wing ____ of the said project on the said Plot of land/property in accordance with the plans, designs and specifications as approved by the concerned local 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 basis of RERA carpet area Apartment No. _____ of the type _____ **BHK** admeasuring square meters of RERA carpet area. The " RERA carpet area" shall mean the area inside the apartment and includes the area covered by the internal partition walls of the apartment, RCC column and RCC internal wall if any., excluding the area covered by the external walls, excluding the areas under services shafts, exclusive balcony appurtenant to the said unit for exclusive use of the Purchaser or verandah area and exclusive open terrace area projection as weather sheds, chajjas , architecture projections appurtenant to the said unit or exclusive use of the Purchaser, in addition to the above RERA Carpet area, the _____ **square meters** area attached to the rooms of the said unit in the form of balcony attached to the rooms/kitchen of the flat. This apartment is on _____ **Floor** in the building **Wing** _____ (Incentive/Sale Building) (Apartment/Flat/unit), of the said project, as shown in the Floor plan hereto annexed and marked as **ANNEXURE F** for the consideration of **Rs. _____/- (Rs. _____)** which includes the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the layout Annexed herewith. The payments shall be due on average basis of work being carried out in relation to the entire building and not in relation to a particular flat's stage of construction.
3. The Promoter hereby agrees to allot the purchaser _____ covered parking spaces in the layout. In the case of allotment the allocation of the parking shall be done at the time of possession with identified location and space.
4. The Purchaser has paid on or before execution of this agreement a sum of **Rs. _____/- (Rs. _____)** as advance payment or application fee and hereby agrees to pay to that Promoter and the balance amount of **Rs. _____/- (Rs. _____)** in the following manner as annexed in **Schedule I.**
5. 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, 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 Apartment/Plot and amount of stampduty & registration of the flat/ unit /shop here in which shall be paid by Purchaser by

a separate Cheque/DD/electronic payment as and when called upon by the Promoter to do so.

6. 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.
7. The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser by The Promoter.
8. The Promoters shall confirm the final RERA carpet area that has been allotted to the Purchaser after the construction of the Building is completed 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 carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement on prorata basis.
9. 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.

10. 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 **Schedule I** Annexed here with.

11. 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:

MOBILE no:-

12. The said project consists of recreation open space if any; is a common part of the bigger layout consisting of other phases 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. The drive ways and internal roads passing through the said project to other phases shall not be obstructed and be allowed for all purpose including construction activities and construction vehicles and machineries.

13. 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 Apartment to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

14. The Promoters herein shall complete the construction of the said unit in all respects on or before _____ provided that the Purchaser shall have made payments of the installments towards the purchase price of the said unit and other charges mentioned in this agreement without delay at times stipulated for payments thereof. The Promoter may not complete some of the common amenities to be provided to all purchasers. All such remaining amenities, if any, shall be completed while completion of the entire project. The Purchaser/s shall not raise any dispute or litigation, complaint, etc. regarding the common

amenities or any common areas etc. Even after occupying the flat, constructional activities, undertaken by the Promoter on the said property/Plot, shall remain in force or work-in-progress shall be continued, in respect of the said building and therefore the Purchaser hereby agrees and accepts that if he/she/they have to face certain difficulties Viz. Material obstacles, Noise, Dusting etc., they shall not object and/or create any impediment to the construction and development activities. The purchasers shall co-operate with the Promoter/Developer and he/she/they shall not raise any objection/obstacle to the work in progress.

15. It is agreed by parties hereto that if the Promoter fails to give possession of the said unit in accordance of period mentioned hereinabove for any reason whatsoever, then the Promoter will pay compensation to the Purchaser at the rate of Highest MCLR plus 2 % per annum interest for the amounts of balance works not completed as per the schedule of payments under this contract. This interest shall be for the period till that particular stage is completed as per the schedule of payments against works specified under this contract **OR** Promoter will pay compensation to per month, which will be in or according to prevailing market Rent for compensation as alternate accommodation of Rs. _____/- per month for said 3 BHK Flat and Rs. _____/- per month for said 5 BHK Flat to the Flat Purchaser till the handover of Flat, except if such delay is due to the reasons beyond the control of the Developer. In case the Promoter select this option then the Promoter shall not be liable for any delayed interest or any amounts over and above the alternate accommodation compensation.
16. Provided that the Promoters shall be entitled to reasonable extension due to all/any mitigations circumstances of time for giving delivery of said premises, if the completion of the building in which the said premises is to be situated is delayed on account of:
- i) Non-availability or steep rise in prices of steels, cements and other building materials, water or electric supply.
 - ii) War, Fire, Civil Commotion, strike, labour dispute or any act of God and / or any other natural calamity and epidemic / pandemic / lockdown and any other cause beyond the control of the Promoter.
 - iii) Any specific stay or injunctions, orders from any court of law, notice, order, rule, notification of the government and / or other public or Competent Authority or any change, alteration, amendment in the existing rules, regulations and acts.
 - iv) Non-payment of the amounts by the Purchasers on due dates and as per Schedule of payment.
 - v) Death and/or permanent disability of key representative of the Promoter.

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 unit is ready for use and occupation and on receipt of such letter the Purchaser/s shall inspect the said unit in all respects and get satisfied himself about the quality etc. of the said unit. 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 unit to the Purchaser/s. Taking of possession of the flat 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 flat 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 unit within 7 days from the Promoters giving written notice to the Purchaser/s intimating that the said unit 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 unit, 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 unit 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 unit to the purchaser herein, the Promoters shall be entitled, without any permission from the Flat Purchaser of organization of unit holders to carryout the balance construction activities upon the Said Property or upon the amalgamated layout of the Said Property and the adjacent property and for that purpose to provide accesses, spaces etc. through the Said Property for the adjacent unit occupants.
20. Before delivery of possession of the said unit the flat Purchaser shall satisfy himself about the correctness of the area of the said unit and about the quality of construction work and specifications and amenities provided. After delivery of the possession of the said unit, the flat 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 basic Floor Space Index available as on date in respect of the project plot of land is 3 (Three) only and 60% ancillary FSI or premium FSI , AND Promoter has planned to utilize Floor Space Index of

6 (Six) by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of Six as proposed to be utilized by him on the project Plot in the said Project and Purchaser has agreed to purchase the said unit based on the proposed construction and sale of apartments 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.

22. Without prejudice to the right of promoter to charge interest at the rate of Highest MCLR plus 7% 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" in sub clause 2 above, 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 up to 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 and on termination thereof the Promoter shall be at liberty to dispose off and sell the said premises 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.
23. 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 taken as part towards the consideration of flat/unit purchased.

24. The Promoter at his discretion and on request of the Purchaser, may retract his notice of termination as stated in Para 22 above after payment of all due outstanding by Purchaser. 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.
25. Provided further that the Purchaser hereby agrees, if for any reason, whether within or outside the control of Promoter, the whole or part of the project is abandoned, no claim will be preferred by the Purchaser except for refund of the money received by the Promoter under this agreement towards consideration deducting taxes and without any interest or compensation or damages.
26. Provided further that if in any event, the Purchaser is desirous of cancel booking / allotment of the premises made in favor of the Purchaser. The Purchaser agrees to pay to the Promoter by way of damages, which is calculated to be 20% of the total aggregate consideration amount of flat/unit. The Promoter shall be entitled to deduct and /or forfeit the same from the total payments received excluding taxes and other outstanding amounts. After such deduction the Promoter shall refund balance amount of consideration excluding taxes and other outstanding amounts. This 20% shall be treated as forfeited amounts and the purchaser shall never claim of the same in future.
27. It is expressly agreed that the said unit shall be handed over as bare shell unit the said flat shall contain no finishing work, no flooring tiling's, no flooring tiling , wall covers , bathrooms , bath taps, sanitary and the Purchaser/s confirm/s that the Promoter shall not be liable to provide additional specifications fixtures, fittings, and amenities in the said unit. It is specifically agreed between the Parties hereto that the Developers shall have the right to change/substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoter. If any change as aforesaid becomes necessary, the Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to

offer possession of the said unit on the specified date. The Promoter shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the consideration on account of such change/substitution.

28. If within a period of five years from the date of inviting/offering/calling for possession of the said unit by the promoter, the Purchaser brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated then, wherever possible, such defects shall be rectified by the Promoter at his own cost, subject to there is no addition and/or alteration done by the Members/Purchaser to the building and unit/apartment handed over by the Promoter and the said building and apartment 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 unit before taking the possession and the Promoter shall rectify it to the possible extent. On use of the said unit by the Purchaser and on any wear and tear of such finishes, the Promoter shall not be responsible for the same, after inspection and beyond 30 days of calling for the possession, whichever is earlier. On products where the warranty is given by the building material supplier or the manufacturing companies of material/machine provider the Promoter shall not be responsible after handing over of the same and that the Purchasers, individually or collectively, shall be responsible for entering into annual maintenance contracts with the respective goods or services provider at their own costs and the Promoter shall not be held responsible and /or liable for any defect and or deficiency from the date of handing over possession.
29. It is agreed by the Purchaser that he/she shall become member of existing Co-Operative Housing Society by making application with that regard of said Plot and shall purchase share of said Society which is fixed at rate of Rs. 50/- per share and shall obey by by-laws and rules and regulation of said Society. Provided that a separate Co-Operative Housing Society may be formed for such Sale/Incentive building. Thereafter each individual Society shall come together and form federation of the Society. Such Federation of Society will look after the maintenance of common facilities such as like Sewerage Treatment Plant, Electric Sub-Station, or Water Tanks and Fire-Fighting systems, etc. As far as conveyance of Plot is concerned it shall belong to such pre-existing Society and common area, amenities, open space and utilities etc. shall belong to the Federation of Society, as per provisions of the said Act. The Promoters may decide the name of Society and the steps for the same being taken by the

promoters, for this purpose he/she shall execute the application for registration and/or membership and other paper said documents necessary for the formation and registration of the Co-operative Housing Society, including the by-laws of the proposed Co-operative Society as would be decided by the members of proposed Society and the Promoter mutually and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft by-laws, as may be required by the competent authority/Owners /Promoters as the case may be. In the event the Promoters retain, purchase/get allotted any unit, space etc. in the scheme the Promoters and/or their nominees shall also become the member of such organization.

30. On the completion and receipt of Completion / Occupation Certificate from completed authority of all the buildings and their wings, extensions and phases etc., and on The Promoters receiving the entire payment/charges/extra items costs/costs towards additional premiums, etc., and full consideration as per this Agreement, from all and every Purchaser of the units in the Scheme, the Promoters and Owners shall convey the whole scheme or any part thereof to such ultimate body/Apex body by executing proper conveyance of said building and/or said scheme.
31. The purchaser along with other purchasers in the said building shall join in forming and registering the Co-Operative Housing Society / Company and/or may become member of pre-existing society, as the case may be and for this purpose also from time to time sign and execute the application for registration and /or membership and/or other paper said documents necessary for the formation and registration of the Company/Society/Association as the case may be so as to enable the Promoter to register the organization of the unit purchaser under the said Act and Rules made thereunder.
32. The Purchaser hereby accepts and agreed that Conveyance of said Plot shall belong to the said Society i.e. Pre-existing Society and the Promoter may form separate Society of Sale/Incentive Building of which the Purchaser shall become member and such newly formed Society along with said Pre-Existing Society shall form federation of Society in order to maintain and look after the common facilities like Sewerage Treatment Plant, Electric Sub-Station, or Water Tanks and Fire-Fighting systems, etc. The maintenance of individual building shall be responsibility of such respective society. The facilities and amenities and common areas and car parking area shall be separate for both the rehab and the sale building. Both buildings shall have separate entrance/exits for vehicular as

well as human movements. The residents of both the buildings will not have access to each other's properties and if unpermitted access is attempted to be made then it shall be treated as act of trespass. The costs and expenditures to maintain the premises and the facilities shall be separately collected and administrated with individual decisions of the concerned managing committee appointed by members of such societies. The Purchaser hereby agree and confirm that there shall be no subdivision of the said plot of land and the construction on the land and the title of the property shall be single title only belonging to said pre-existing society.

33. The Purchaser hereby agrees that alternatively the society may be formed by the Promoter 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.
34. It is agreed between the parties that, the society shall be formed comprising of buildings getting completed in phase wise manner. The flats having possession shall have the rights to use the club house and common facilities and amenities as made open for use by the the Promoter and the flats having possession shall have the rights to use the access to the building constructed and completed. The federation of all the societies shall be formed at the end of the project and at the end of all the phases.
35. The Purchaser hereby agrees to take the possession of the unit without any Objection and / or claim on any future construction work to be carried out on the same plot and shall not object for the inconvenience caused due to the same.
36. The Possession shall be handed over to the Purchaser on or before the above date with completion of construction activities. Services like water and electricity shall be availed from natural resources and / or the service provider in that area. 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 the cost of Purchaser.
37. The enclosed/covered Car Parking Space under the stilt area, Podium area and open area shall not be the common area. The Promoter shall consider to allot /reserve the same to any unit members of the building as decided by the Promoter and the Purchaser shall not object to the same and all such allotment / reservation shall be recorded by the purchaser and the society thereon.

38. 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.
39. The purchaser shall not use the said premises for any purpose other than the purpose for which it is allowed by the said Town Planning, the Promoter and any other Competent Authorities.
40. 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 unit, sub-letting, give on Leave and License or Caretaker basis.
41. The Purchaser agrees that on providing the said premises 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 premises/flat/apartment/shop/unit.
42. 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.
43. The purchaser as and when demanded by the Promoter shall pay to the Promoter, the Stamp Duty, Z.P. Tax, Registration, Property tax applicable to Plot of Land and Building, Transfer charges, stamp duty, registration charges applicable to Plot of Land, Fees if any payable to the Town Planning, local authority, or by the government, and also such other charges, penalties, escalation, which shall if 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 ad-hoc basis in advance for 24 months to the Promoter corpus funds to the society on intimation of the amounts made due irrespective of Purchaser 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.
44. 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 buildings 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.

45. 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.
46. It is agreed by the purchaser that the Brochure 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. This Agreement shall override all promotional materials published hereinbefore and terms and conditions of this agreement shall be final and conclusive and absolute agreement as enforceable between the parties.
47. The purchaser shall bear all the expenses towards stamp duty for the above unit, 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 unit. 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.
48. 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.
49. All costs, charges and expenses in connection with formation / registration of the said Association /Society/Company/membership of pre-existing Society as the case may be shall be borne and paid by the Purchaser along with other allottees and all costs, charges and expenses including Advocates and Solicitors fee for preparing and engrossing this Agreement shall be borne and paid by the members of the Purchaser only.
50. 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 property taxes 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 building 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 may be due and payable by the purchaser to the Promoter.

51. The Purchaser is aware that the maintenance/upkeep/security/house keeping 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.
52. 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.
53. After the Company/ Society /Association as the case may be are formed or the Purchaser become member of existing society, the Purchaser shall pay his contribution /out goings directly to the said Company/ Society/Association.
54. It is agreed by the Purchaser that the club house membership shall be granted to all family members. Guest entry shall be restricted, charged and allowed as per the policies amended from time to time and as decided by the Promoter in the interest of the use of facility and comfort to the residents of the complex and buildings.
55. It is agreed by the Purchaser that if the said flat/unit 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. Any vocal confrontation shall be deemed to be an action by force and shall be termed as a criminal offence, good for lodging a complaint against the offence. All perishable products have to be purchased from the club management desk.
56. 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, flat or unit.

57. The Purchaser hereby agrees that if the possession of the said premises, flat, shop or unit is not taken in the time frame prescribed by the Promoter then the Promoter shall not be liable to keep the flat or unit fresh, clean and repaint and shall not hold the Promoter to maintain the flat internally up to the date of possession by the Purchaser.
58. The Promoter shall not be liable to make payments towards the maintenance charges including electricity and water bills, service charges including property management services, security expenses, housekeeping expenses, taxes, levies, etc. for the period from the date of the first possession of any unit/flat/shop in the project. The Purchaser hereby agrees for the same. The Purchaser hereby also agrees that he shall individually or collectively as a society not claim any rebate, reimbursement, discount, contribution or any other amounts by whatever name called in part or in total from the Promoter for the above or in respect of any unsold or unused units/flats/shops/premises.
59. The Promoter shall not be liable to pay any maintenance or common expenses in respect of the unsold and/or unused premises in the said building before or after the formation of the society. The Promoter shall, however, bear and pay the Municipal Taxes and the dues of Town Planning for the same.
60. 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.
61. The Purchaser hereby agrees to cooperate and give his consent and as when asked as required to alter, modify, change, cancel any of the plans, drawings, amenities, facilities, etc., all the rendering, maps, designs in the brochures, video presentation, sales and promotion materials are artists' conception and not actual depiction of the buildings, walls, driveways, elevation, landscaping of the project within 15 days from the date of receiving such confirmation letter.
62. The Purchaser hereby agrees that the proposed layout will be done in phases of construction and so the construction activities of other buildings will continue after the possession of each phase.
63. 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.

64. The Purchaser agrees that the name of the Project, 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 "**Arihant Advika**".
65. The Promoter shall not be responsible for any adhoc payments towards maintenance not received from the Flat/Shop/Unit Purchasers and it shall be the responsibility of the Society to collect the same from the members upon the formation of the society.
66. IT IS ALSO UNDERSTOOD AND AGREED BETWEEN THE PARTIES hereto that the terrace space adjacent to the flat, if any, shall belong exclusively to the respective purchaser of the flat/ unit. The Purchaser shall not enclose the said terrace flat/ unit unless the permission in writing is obtained from the concerned local authority. The Purchaser shall not put any temporary chajjas, sheets, awning that shall change the aesthetic look and elevation of the building then constructed. The Promoter also reserve the rights to allot a part and / or a portion of the top terrace floor level to the individual flat purchasers of the highest floor. This part and / or portion of the terrace allotted with a separate and individual access shall be a sole property of the flat purchaser of the highest floor and other purchasers shall not object to the same individually and / or collectively as an association and / or a society formed.
67. 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 our 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 pardies 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.
68. 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/block work due to self-load is very insufficient and plastering work is carried out before that period thereafter the RCC Beam / Column joints with brickwork/block work gets exposed and are seen as cracks. The normal period required after brickwork/block work 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.
69. The Promoter shall have the discretionary rights to use the terrace area for renting out the space in part and whole to any non-resident party of the building for any purpose such as installation of Antennas and distribution towers, Display of sign boards, billboards, hoardings and advertisement and for any other purpose. The Purchasers in individual, collectively or as association of society shall not object to the same and shall not ask for any compensations and / or revenues towards the use of same and shall allow the respective party and their representatives access to the top terrace areas for services and maintenance of their equipment.
70. 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 through approval and permission obtained for all properties may be separate.

71. 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. the Promoter is at liberty to subdivide and carve out a separate plot from the total property
72. The Purchaser agrees that the construction of houses in real estate sector is made by the unskilled labours and there can be an error in the making of the flat and all the finishes may not be alike and perfect in all manner. The Purchaser will not make the Promoter liable for the same.
73. 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.
74. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said unit or of the said building or of the said property/lands or any part thereof. The purchaser shall have no claim save and except in respect of the apartment/flat hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces recreational spaces, will remain the property of the promoter until the said structure of the building/s is transferred to the society/limited company or other body or until the said project land is transferred to the Apex body/ federation as hereinabove mentioned.

SCHEDULE OF THE PROPERTY

The ____ **BHK** Flat No. _____ in the Wing A in project **Arihant Advika** and admeasuring _____ **Sq. mtrs.** RERA Carpet area situated on plot of land identified as

Plot No.08 containing by admeasurements area of 14995.54 square meters or thereabout, situated at Sector -9, Vashi, Navi Mumbai containing building

known as JN-1 Type Apartments Owners Association which land is bounded as follow:

On or towards the North : 14.0 Meters wide Road
On or towards the East : 8.0 Meters wide Road
On or towards the South : Municipal Garden/Open Space
On or towards the West : Boundary of Plot No. 07

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.

SIGNED SEALED AND DELIVERED]
By withinnamed "SELLER/PRAMOTER"]
M/S. ARIHANT AASHIYANA PRIVATE LIMITED]

In the presence of

- 1.
- 2.

SIGNED SEALED AND DELIVERED]
By withinnamed "PURCHASER"]
]

In the presence of

- 1.
- 2.

RECEIPT

RECEIVED of and from THE PURCHASER/S as withinnamed, the sum of **Rs.** _____/- (**Rs.** _____) being the Earnest money deposit towards the sale of _____ **BHK** Flat No. _____, _____ **Floor**, in _____ building on or before execution of these presents, paid by him / her to me.

I / WE SAY RECEIVED

THE SELLERS/PROMOTERS

Schedule I

Payment Schedule

1	On Booking	10%
2	Commencement of Work	10%
3	On Commencement of Basement	9.75%
4	On Commencement of 1 st Slab	2.25%
5	On Commencement of 2 nd Slab	2.25%
6	On Commencement of 3 rd Slab	2.25%
7	On Commencement of 4 th Slab	2.25%
8	On Commencement of 5 th Slab	2.25%
9	On Commencement of 6 th Slab	2.25%
10	On Commencement of 7 th Slab	2.25%
11	On Commencement of 8 th Slab	2.25%
12	On Commencement of 9 th Slab	2.25%
13	On Commencement of 10 th Slab	2.25%
14	On Commencement of 11 th Slab	2.25%
15	On Commencement of 12 th Slab	2.25%
16	On Commencement of 13 th Slab	2.25%
18	On Commencement of 14 th Slab	2.25%
19	On Commencement of 15 th Slab	2.25%
20	On Commencement of 16 th Slab	2.25%
21	On Commencement of 17 th Slab	2.25%
22	On Commencement of 18 th Slab	2.25%
23	On Commencement of 19 th Slab	2.25%
24	On Commencement of 20 th Slab	2.25%
25	On Commencement of 21 st Slab	2.25%
26	On Commencement of 22 nd Slab	2.25%
27	On Commencement of 23 rd Slab	2.25%
28	On Commencement of 24 th Slab	2.25%
29	On Commencement of 25 th Slab	2.25%
30	On Commencement of 26 th Slab	2.25%
31	On Commencement of Plumbing of Building	2.25%
32	On Commencement of Flooring & Tiling	2.25%
33	On Commencement of External Painting	2.25%
34	On Possession	5.0%

Annexure A

Commencement Certificate

Annexure B

Approved Plans of the layout

Annexure C

Phase wise land Layout

Annexure D

Copy of RERA Registration Certificate

Annexure E

Certificate of Title

Annexure F

Layout of Floor Plan

