

ANNEXURE-A

AGREEMENT FOR SALE

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

BETWEEN

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

AND

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

1. The Promoter herein are the absolute owner and possessor or otherwise well and sufficiently entitled to the property bearing Survey No. 32, Hissa No. 2, admeasuring 10120 sq mtr situated at Village Koynavele, Taluka- Panvel, and District Raigad the descriptions of which are enumerated in detail as under. (hereinafter ‘Said Land’)

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

DESCRIPTION OF THE PROPERTY

ALL that piece and parcel of land bearing Survey No. Survey No. 32, Hissa No. 2, admeasuring 10120 sq mtr situated at Village Koynavele, Taluka- Panvel, and District Raigad Within the jurisdiction of the Sub- Registrar- Panvel, and within the limits of Group Gram Panchayat - Devnahve, Panchayat Samiti - Panvel,, Zilla Parishad - Raigad as detailed hereunder :-

Survey No.	Hissa No.	Area square meter	Assessment
32	2	10120	7=31

Whereas the above property for the sake of brevity hereinafter referred to as the “Said Property/Land ” admeasuring 10120 square meter with the status of Non-Agricultural.

- I. Whereas as the Said Land was sold, transferred and conveyed by Chandrakant Laxman Kadam , Prakash Laxman Kadam, Ravindra Ramkrushna Kadam, Ramesh Ramkrushna Kadam, Rajesh alias Rajendra Ramkrushna Kadam, Sanjay Ramkrushna Kadam, Sneha Laxman Bhosle alias Jayshri Ramkrushna Kadam, Suvidha Suresh More alias Vijaya Ramkrushna Kadam, and Sushila Ramkrushna Kadam, by and way of Sale Deed vide document no. PVL-3- 837/2024 dated 12/01/2024 to M/s Arihant Superstructures Ltd. through it’s Director Shri Ashok B. Chhajer and the effect of the said Sale Deed is brought on the records of rights as evidenced Vide Mutation Entry no. 773
- II. Whereas the permission to use the Said Land for Non-Agriculture purpose was given by Tahsildar Panvel Vide no. JAMINBAB/KAT-1/42-B/KOYNAVELE/2024/610/55 dated 01/03/2024 by an application made by the Promoter.

The Copies of 7/12 Revenue Extract of said Land is attached herein as **‘ANNEXURE A 1 to A 12’**.

2. **AND WHEREAS** the Promoter have decided to construct on said land project comprising of residential cum commercial building(s) which shall be known as **“ARIHANT 7 ANAIKA”** consisting of all phases of construction of said Land.
3. **AND WHEREAS**, The Promoter has appointed an Architect namely AN Arch Architects and Planners registered with the Council of Architects.

4. **AND WHEREAS**, the plans, designs and specifications for constructing the building on the said land are approved by the MSRDC and granted Commencement Certificate vide No. PMC/TP/Koynavele/32/2/21-24/16947/995/2024 dated 13-03-2024 , in respect thereof is annexed hereto as '**ANNEXURE B**'.
5. **AND WHEREAS**, the construction and development of the said Land/Property totally admeasuring **10059.130 square meters** (master layout land area of all phases if any;) is proposed to be done in phase wise manner, if any; on the proportion of total land as shown in the layout annexed at '**ANNEXURE C**' herewith by the promoter. The project shall consist of 2 nos. buildings of residential and commercial which consist of Ground plus 18 upper floors, along with stilt car parking to be built on area admeasuring **27311.490** square meters of land area hereinafter referred as "**the said Project**".
6. **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.
7. **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**'.
8. **AND WHEREAS** the authenticated copies of Certificate of Title issued by the attorney at Law or advocate is hereto annexed as '**ANNEXURE E**'.
9. **AND WHEREAS** the Purchaser is desirous to purchase a Flat bearing _____ on the _____ **Floor** of the building called "____" (hereinafter referred to as "**the said Building**"), to be constructed in the said project by the promoter, totally admeasuring about _____ **sq. mtr.** Carpet Area. The "carpet area" shall mean the net usable floor area of an apartment, enclosed balcony 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, flowerbeds, architecture projections appurtenant to the said unit or exclusive use of the Purchaser,

but includes the area covered by the internal partition walls of the apartment, cupboards, RCC column and RCC internal wall if any.

10. **AND WHEREAS**, The purchaser demanded from the Promoter and the Promoter has given to the purchaser inspection of all the documents of title relating to the said Project and the plans, designs and specifications prepared by the Architect and all such other documents as are specified under The Real Estate (Regulation and Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) Rules, 2017 and the Regulations made thereunder, hereinafter referred to as **“the said Act”** and has satisfied himself/herself about the title of the Promoter to the said 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.

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

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

1. The Promoter shall construct the buildings of said project on the said 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 carpet area Apartment No. _____ of the type ___ **BHK** of carpet area admeasuring _____ **sq. mtr.** on _____ **Floor** in the building “_____” wing (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.** _____ **Only)** which includes Rs. 100 per square meters

being 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. The purchaser is aware that the Car Parking will not be provided as in the manner of 1:1 ratio for each and every flats/units in building and in the project and undertakes not to raise any objection in that regard in Future.
4. The Purchaser has paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees _____ Only)** as advance payment or application fee and hereby agrees to pay to that Promoter and the balance amount of **Rs. _____/- (Rupees _____ Only)** in the manner as provided in 'Schedule of Payments' annexed herein as **Schedule 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, applicable taxes and Cess or any other similar Central Government, State Government, Municipal Corporation, Local body and Gram Panchayat taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the Apartment/Plot 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 an Purchaser by The Promoter.
8. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within thirty days with annual interest at the rate specified in the Rules, 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: _____

12. The said project consist of recreation open space if any; is a common part of the bigger layout consisting of other phases if any; proposed to be developed by promoter in and shall be handed over on completion of all phases to the Apex body or Federation of Society. The Purchaser shall be restricted only up to the use of common space till the completion of the total project’s all phases if any;. The drive ways and internal roads passing through the said project to other phases 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 **31st December 2031** 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. If the Promoter fails to abide by the time schedule for completing the project and handing over the Unit to the Purchaser, the Promoter agrees to pay to the Purchaser who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the

possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoter

15. If the Promoter fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
16. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of-
 - i) war, civil commotion or act of God;
 - ii) any notice, order, rule, notification of the government and/or other public or competent authority/court.
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 15days, 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 or organization of unit holders to carry out 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 Floor Space Index available as on date in respect of the project land and Promoter has planned to utilize Floor Space Index of 3.75 by availing of TDR, Ancillary FSI or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 3.75 as proposed to be utilized by him on the project land 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 and the Balance FSI shall be utilized by the promoter in other phases of the Said Property or by increasing the floors of the Building /wing of said project. The Purchaser hereby agrees gives consent for additional 5 floor on the same Building/ wing.
22. Without prejudice to the right of promoter to charge interest at the rate of Highest MCLR of State Bank of India plus 2% per annum calculated

and compounded on monthly basis and the delayed payment on GST amount shall be calculated at the rate of 24% per annum as specified and modified from time to time under The Real Estate (Regulation and Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) Rules, 2017 and the Regulations made thereunder, hereinafter referred to as "the said Act" 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 within 30 days from such termination 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 be taken as part towards the consideration of flat 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. 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 our control, the whole or part of the project is abandoned, no claim will be preferred except that the money received by the Promoter under this agreement towards consideration except taxes will be refunded without any interest within 30 days from such intimation of abandoning the project.

26. Provided further if in any event, the Purchaser desires to cancel booking / allotment of the premises made in favor of the Purchaser. The Purchaser agrees to the Promoter by way of damages, which is calculated to be 20% of the total aggregate consideration amount of flat/unit and that the Promoter shall be entitled to deduct and /or forfeit the same from the total payments received excluding taxes and shall refund the balance amount after deduction to the Purchaser within 30 days from date of acceptance of such cancellation. This 20% shall be treated as forfeited amounts and the purchaser shall never claim of the same in future

27. It is expressly agreed that the said unit shall contain specifications, fixtures, fittings, and amenities as mentioned below (hereinafter referred to as the **“said Internal Amenities”**) and the Purchaser/s confirm/s that the Promoter shall not be liable to provide any other 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:

- a. Vitrified tiles in all rooms. (material Purchase rate of Rs 30 per sft)
- b. Granite top kitchen platform with full glazed tiles above platform. (granite of 100 rs per sft and wall tile of 30 rs per sft)
- c. Waterproof doors for bathrooms. (2500 per door)
- d. Full tiles in all toilets. (wall tiles of 30 rs per sft)
- e. Tap fittings (5000/- per toilet), sanitary ware (5000/- per toilet)
- f. Aluminium sliding windows. (Rs 125/- per sft)
- g. Marble frames on bathroom - doors. (2700 per frame)
- h. Internal flats painted with OBD. (15 per sft including paint & punning)

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 the 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. In case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the act.

29.The purchaser along with other purchasers in the said building shall join in forming and registering the Association of Apartment Owners/ Co- Operative Housing Society / Company to be known by such name as the promoter may decide and for this purpose also from time to time sign and execute the application for registration and /or

membership/and or other paper sand documents necessary for the formation and registration of the Company/Society/Association and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser , so as to enable the promoter to register the common organization of Purchaser . No objection shall be taken by the Purchaser if any, changes or modification are made in the draft bye-laws, or the Memorandum and /or Articles of Association, as may be required by the registrar of Cooperative Societies or the Registrar of Companies, as the case may be, or any other competent authority

30. The Promoter shall within three months of registration of the Society/ Association / Company, as aforesaid cause to be transferred to the society / Association/Company all the right title and the interest of the Promoter and /or the owners in the structure of the Building or wing in which the said Apartment/ building/ wing is situated, subject to occupancy certificate being obtained, completion of construction has taken place or 51% possession of Flats are taken by Purchasers and society is registered .

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

32. The Promoter shall co-operate and assist for Lease Deed and/or Conveyance to be executed by the Promoter in favour of the Association/ Society/Company as the case may be in respect of the said property and the building erected thereon from the date the Promoter have received payment for all the premises and sold and handed over possession of the premises to the respective purchasers whichever is later; provided that the Promoter have been paid and have received full consideration, all miscellaneous charges and any unforeseen / future / prospective taxes and charges levied by the state or central government, and all additional amount payable by all the premises holders. The association / society/company shall jointly with

all the members bear the stamp duty and registration charges and other Charges/ fees towards the Agreement to Lease, Lease Deed and/or Conveyance Deed and other documents to be entered with the Promoter as and when applicable.

33. The Purchaser hereby agrees that society will be formed and new members will be added to the society and all amenities are common for all residents in the layout and for additional areas adjoining to the layout and forming a part of the layout at later stage.

34. It is agreed between the parties that, the societies shall be formed comprising of buildings getting completed in phase wise manner if any;. One building one Society may also be formed as per wish and requirement. 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 if any. The conveyance of inseparable land of the complete layout shall be done in favor of the federation at the final completion of the complete project.

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

36. 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.

37. The Possession shall be handed over to the Purchaser on completion of construction of his flat. Services like treated water, sewerage ,drinking water supply, communication lines and electricity supply all such type of civic services shall be availed from natural resources /local government body/and / or the service provider in that local area. The Purchaser is aware of the Project and location does not have proper

infrastructure at present. The application shall be made by the Promoter but in case the service provider is unable to give civil services in time then the Purchaser shall rely on alternate arrangements at their own cost and the Purchasers collectively apply for the same and make any such payments as required as Developer is only selling the Goods by way of this Agreement and is not selling any services and not charging for civic facilities required. It is further agreed that the Promoter is not liable for any payment, cost or expenses for the same.

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

39. The Developer is only in the capacity of a custodian of the assets known as maintenance charges, corpus and Transfer charges for the time being till the elected body of the registered society is formed and till the bank account and operations are transferred and taken over by the Body of the Society. All expenses ordered and Part by the developer on behalf of the purchaser shall not be questioned in any means and manner in future individually or collectively as Society

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. For the purpose of maintenance the area shall be _____ Sq.ft. which includes the Carpet area and the internal wall purchased by the purchaser and the balcony area, external wall area, veranda area, exclusive terrace area (if any), the niche area, the architectural feature area, service shafts area, any projection areas to the flat and the proportionate constructed and not constructed common areas of the buildings and the project and master layout.

47. 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 land and Building, Transfer charges, stamp duty, registration charges applicable to 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 adhoc basis in advance for 24 months to the Promoter corpus funds to the society on intimation of the amounts made due irrespective of yours 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.

48. 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.

49. No Payments would be treated as a 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.

50. 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.

51. 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.

52. The Promoter 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.

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

borne and paid by the members of the said Association/ Society/Company as the case may be.

54. The purchaser individually and jointly with others shall pay within ten days of demand to the Promoter towards the proportionate share which may be ascertained by the Promoter of (a) the service charges, and taxes including Collector's charges and all other outgoings that may from time to time be levied on or incurred in respect of the said property (b) the charges for the maintenance and management of the said 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.

55. The Purchaser is aware that the maintenance / upkeep / security / housekeeping of the complex after the possession shall be given to a facility management company as decided / appointed on specific terms and conditions by the Promoter and the Purchaser/s here by gives his/her/their express consent for the same. . It is an appeal to the flat buyers that a service charge of 10% of the expenses occurred towards maintenance of building premises & basic facilities shall be levied & taken from the collection funds for the management of Maintenance till the collections & expenses are taken over by the newly formed society & managed by committee of the society.

56. 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.

57. After the Company/ Society /Association as the case may be are formed, the Purchaser shall pay his contribution /out goings directly to the said Company/ Society/Association.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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.

63. 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.

64. 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.

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

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

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

67. 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.

68. 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 7 ANAIKA”**.

69. 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.

70. 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.

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

- a) To maintain the said premises at purchaser's own cost in good tenable 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 tenable 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 parties 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.

72. 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 an enormous speed, hence the given time required for settlement of Brickwork/Blockwork due to self load is very insufficient and plastering work is carried out before that period thereafter the RCC Beam / Column joints with brickwork/blockwork gets exposed and are seen as cracks. The normal period required after brickwork/blockwork is minimum of twelve months. Seeing financial expenses occurred to the Purchasers by booking during under construction; speedy construction gets the first priority. The bricks / blocks along with cement also under go expansion and contraction in different seasons of the year initially for one year after completion of work. This also leads to cracks in any portion of the wall. Again the process for repairing this is timely crack filling and repairing. The final solution for all types of cracks occurred is to do the painting and filling jobs after three years of possession. The solutions are to be carried out at Purchasers own cost and expenses.

73. 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's.

74. 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.

75. 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.

76. 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.

77. 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.

78. 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 lands is transferred to the Apex body/ federation as hereinabove mentioned.

79. Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the

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

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

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

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

83. Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Units in the Project

84. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be

reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

85. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in _____ after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

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

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

88. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

SCHEDULE OF THE PROPERTY

The ___ **BHK** Flat No. _____ in the project “**ARIHANT 7 ANAIKA**” and admeasuring _____ **Sq. mtrs.** Carpet area situated on portion of land identified as said lands situated at Village Koynavele , Taluka Panvel , District Raigad, within the limits of Grampanchayat Koynavele, Panchayat Panvel, Zilla Parishad Raigad and within the jurisdiction of Sub-Registrar of Assurances Panvel.

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 within named “SELLER/PROMOTER”]
M/s. ARIHANT SUPERSTRUCTURES LIMITED]
Through its Director]
Mr. _____]

In the presence of
1.

SIGNED SEALED AND DELIVERED]
By within named “PURCHASER”]
_____]

In the presence of

1.

2.

RECEIPT

RECEIVED of and from THE PURCHASER/S as within named, the sum of **Rs.**
_____/-(**Rupees** _____ **Only**) being the
Earnest money deposit towards the sale of ____ **BHK** Flat No. _ on ____ **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

MODIFIED PAYMENT SCHEDULE

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

Sr. No.	Stage of Work	Amount towards Flat Consideration In Rupees
1	On Booking	10%
2	On Agreement	10%
3	On Commencement of Work	10%
4	On Commencement of Plinth	10%
5	On Commencement of 1 st Slab	5%
6	On Commencement of 3 rd Slab	5%
7	On Commencement of 5 th Slab	5%
8	On Commencement of 7 th Slab	5%
9	On Commencement of 9 th Slab	5%
10	On Commencement of 11 th Slab	5%
11	On Commencement of 13 th Slab	5%
12	On Commencement of 15 th Slab	5%
13	On Commencement of 17 th Slab	3%
14	On Commencement of 18 th Slab	3%
15	On Commencement of plumbing	3%
16	On Commencement of Flooring & Tiling	3%
17	On Commencement of External Painting	3%
18	On Possession	5%
	Total	100%

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