

## AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** ("**Agreement**") is made and entered into at Navi Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_ **2024**.

### BY AND BETWEEN

**M/S H B REALTY** (PAN: AALFH1749N) a partnership firm incorporated under Indian Partnership Act, 1932 having its office at shop no.4, Neev Plaza, Plot no. 150, Sector 10, Taloje Panchanand Nagar, Navi Mumbai 410208 through its Designated Partners (i) Shri Hiren Vinodrai Sanghvi, (ii) Shri Bhanu Pratap Chaurasia, (iii) Smt. Uresha Sandeep Sheth (the "**Promoter**") (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) being party of the **FIRST PART**.

### AND

**Shri/ Smt.** \_\_\_\_\_ (PAN: \_\_\_\_\_) Adult, Individual, Aged \_\_\_ years, having address at \_\_\_\_\_. (the "**Allottee**") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their heirs, successors executors, administrators, assigns and nominees) being party of the **SECOND PART**.

The **Promoter** and **Allottee** shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

### WHEREAS

- A. Vide 'Purchase Deed' dated 31st March, 2021 the Promoter acquired from (i) Asim Mohd Siraj Patel, (ii) Gazanfar M Saleh Navdekar, (iii) Nazim M Siraj Patel and (vi) Nazim M Saleh Navdekar all rights, title, interest and possession in piece and parcel of land bearing Survey no. 116 hissa no. 2 admeasuring 2,000 sq. meters thereabout situated at village Taloje Majkur, Taluka Panvel, District Raigad. The said Purchase Deed is duly registered with the Sub Registrar of Panvel 4 under registered serial number PVL4-4569-2021 on 6th April, 2021.
- B. Vide 'Purchase Deed' dated 8<sup>th</sup> September, 2021 the Promoter acquired from Mohd Shafi Mohd. Yusuf Patel all rights, title, interest and possession in piece and parcel of land bearing Survey no. 116 Hissa no.2 admeasuring 4,060 sq. meters bearing thereabout situated at village Taloje Majkur, Taluka Panvel, District Raigad. The said Purchase Deed is duly registered with the Sub Registrar of Panvel 2 under registered serial number PVL2-12466-2021 on 9th September, 2021.
- C. In accordance with the letter dated 11<sup>th</sup> October, 2021 and Tahsildar order dated 21st October, 2021 the Talathi of village Taloje Majkur has noted in mutation entry no.2128 dated 27<sup>th</sup> October, 2021 that new 7/12 extract having Gat no.116/2/B has been created and the

aforementioned old 7/12 of survey no. 116 Hissa no.2 has been closed for land admeasuring 6,060 sq. meters acquired and in possession of the Promoter as per above mentioned deeds. The said Gat no.116/2/B is more particularly described in the FIRST SCHEDULE - PART A hereunder. The aforesaid Gat no. 116/2/B is separately marked in the layout plan annexed herewith as **Annexure A**.

- D. Vide 'Purchase Deed' dated 20<sup>th</sup> July, 2023 which is duly registered with Sub Registrar of Panvel-4 at Serial no.10005 on 21<sup>st</sup> July, 2023 the Promoter acquired land bearing Gat no.116/2A/1 admeasuring 2,300 sq. meters from Shri Farhan Zahoor Ahmed Patel, Shri Riyaz Iqbal Hamdulay and Shri Zahoor Ahmed Gulam Mohammed Patel. The said Gat no.116/2A/1 is more particularly described in the FIRST SCHEDULE - PART B hereunder. The said Gat no.116/2A/1 is separately marked in layout plan annexed herewith as Annexure A.
- E. Vide 'BANDPATR' dated 24<sup>th</sup> November, 2023 duly registered with Sub Registrar of Panvel-4 at Serial no.16614 on 24<sup>th</sup> November, 2023, the Promoter handed over land admeasuring 1,140.587 sq. meters from said Gat no. 116/2/B for 12-meter-wide internal road to Panvel Municipal Corporation ("**PMC**") on terms and conditions mentioned therein.
- F. The Gat no. 116/2/B admeasuring 4,919.413 sq. meter after handing over 1,140.587 sq. meters for road and Gat no.116/2A/1 admeasuring 2,300 sq. meters together admeasuring **7,219.413** sq. meters and thereabout which are collectively referred to as the said "**Land**" and more particularly described in FIRST SCHEDULE - PART C hereunder. The Copies of 7/12 extract of said Gat no. 116/2/B and Gat no.116/2A/1 are annexed herewith as **Annexure B-1** and **Annexure B-2** respectively.
- G. The Promoter proposes to develop a "Residential cum Commercial" project named "**NANDANVAN**" on said Land by constructing four buildings i.e., (i) Building no. 1 for residential cum commercial use having BUA of 6,038.666 sq, meters (ii) Building no. 2 for residential cum commercial use having BUA of 3,687.531 sq, meters, (iii) Building no. 3 for residential use having BUA of 5,305.388 sq, meters and (iv) Building no. 4 for residential cum commercial use having BUA of **6,812.896** sq, meters all together by utilizing **22,000 sq. meters of FSI** ("**Project**") available on the said Land under Unified Development Control and Promotion Regulations for Maharashtra State, 2020 ("**UDCPR, 2020**") and other applicable law as may be amended from time to time. The said Project is more particularly described in SECOND SCHEDULE hereunder. In addition, the Promoter will be providing amenities in the said Project which are more particularly described in THIRD SCHEDULE hereunder. The Promoter proposed to develop said Project in two or more phases.
- H. In first phase the Promoter commenced the construction of the Building no.1 and Building no.2 each comprising ground + 10 upper floors all together having a built-up area of 9,726.197 sq. meters as per the plans sanctioned and commencement certificate granted by PMC vide letter bearing reference no.PMC/TP/Taloje Majkur/116/2B/21-22/16269/947/1/2022 on 31<sup>st</sup> March,2022 ("**CC**") on aforesaid Gat no.116/2/B. Further, the Promoter registered the first phase

with Maharashtra Real Estate Regulatory Authority ("MahaRERA") under registration no. **P52000045672** under the provisions of the Real Estate (Regulation and Development) Act, 2016, with the rules thereunder ("**RERA**").

- I. Now, the Promoter has obtained amended commencement certificate and sanctioned plan for constructing said Building nos. 1, 2, Building no. 3 of Ground + 11 upper residential floor and Building no.4 comprising of three (3) shops on ground floor, on said Land from the PMC vide letter dated 22<sup>nd</sup> December, 2023 bearing reference no.PMC/TP/Taloje/Majkur/116/2A/1 & 116/2B / 21-23/ 16269/ 3550 /2023 (the "**Amended CC**"). The portion of land on which the proposed Building no. 4 will be constructed is separately marked as Future Development on sanctioned layout plan uploaded on MahaRERA portal. A copy of said Amended CC is appended hereto as **Annexure C**.
- J. While sanctioning the plans the PMC has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter when developing the said Project on the said Land upon due observance and performance of which the completion and occupation certificates in respect of the said Project shall be granted by the concerned planning authority.
- K. The Promoter has upon request, given inspection to the Allottee of all the documents of title including copies of Agreements, Development Permissions and Commencement Certificate; "**Title Report**" dated \_\_\_\_\_ in respect of said Land issued by \_\_\_\_\_ and of such other documents as are specified under applicable statute and rules and regulations. A Copy of said Title Report is annexed hereto as **Annexure D**.
- L. In addition, the Allottee has pursued the "Architect Certificate" and drawing certifying the carpet area of the said flats along-with limited common area. Besides a copy of all such documents are available at the site office and is available for verification by the Allottee after giving a reasonable notice.
- M. The Promoter has appointed M/s. An.Arch Architect & Planner (Neha Jain) Architect for the said Project who is registered with the Council of Architect and having address at \_\_\_\_\_.
- N. The Promoter has appointed a Structural Engineer firm being M/s. Adharshila Consultants (Mr. Samarth Agarwal) having address at \_\_\_\_\_ for the preparation of the structural design and drawings of the Project and the Promoter has accepted the professional supervision of the Architect and the Structural Engineer till the completion of the Project.
- O. The Promoter has registered the said Building no.3 under the provisions of the Real Estate (Regulation and Development) Act 2016 with Maharashtra Real Estate Regulatory Authority bearing registration no. \_\_\_\_\_. A copy of RERA registration Certificate is annexed hereto as **Annexure E**.

- P. The Allottee has demanded inspection from the Promoter and the Promoter has given inspection to the Allottee of all documents of title relating to the said Land and Project including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoter's Architects, the Title Certificate, revenue records, Development Permissions, sanctioned plans etc. and all other documents as specified under the RERA and the rules and regulations made thereunder. Prior to execution of this agreement upon demand by the Allottee/s enquiry, the Promoter herein has requested to the Allottee to carry out independent search by appointing his/her/their own Attorney/Advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee is fully satisfied with the title of the Promoter in respect of the said Land and the Promoter's right to construct building/s thereon in accordance with the sanctions and approvals granted from time to time and sale / allot various Flats comprising in the Project to any person of its choice and the Allottee has agreed not to raise any requisitions on or objections to the same.
- Q. The Allottee has confirmed that the Allottee is satisfied in all respects with regard to the title of the Promoter in respect of the said Land and further in respect of the said Flat (defined hereinbelow). The Allottee confirms that the Allottee has waived his right to any further investigation or raise any objection to the title of the Promoter to the said Land and the competency of the Promoter to enter into this Agreement.
- R. The Allottee/s has/have approached the Promoter and offered to purchase a residential Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. meters RERA Carpet on the \_\_\_\_\_ Floor of Building no.3- Phase 2 (the "**Flat**") in the project known as "**NANDANVAN**" being constructed by the Promoter on the said Land. The said Flat is more particularly described in FOURTH SCHEDULE hereunder for a total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (the "**Total Consideration**") and on the terms and conditions hereinafter appearing. The Flat is separately marked on the copy of Floor Plan annexed herewith as **Annexure F**.
- S. At and before the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** being "Initial Booking Amount" for the Purchase of the said Flat agreed to be sold by the Promoter to the Allottee, the receipt whereof the Promoter does hereby admit and acknowledge. The Allottee has agreed to pay to the Promoter balance consideration in the manner hereafter appearing.
- T. For the purpose of this Agreement, "**RERA Carpet Area**" shall mean as stated in the Real Estate (Regulation and Development) Act, 2016, with the rules thereunder ("**RERA**"), being the net usable floor area of an apartment, excluding, the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.

- U. The Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for Sale of the said Flat in favour of the Allottee/s, being in fact these presents and also to register said Agreement for Sale under the Registration Act, 1908, the Parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.
- V. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project.

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

1. The Promoter has proposed to construct the said Project comprising of Building no.1 and 2 for residential cum commercial use, Building no. 3 residential use and Building no.4 for Residential cum Commercial use on the said Land by utilizing FSI of 22,000 sq. meters in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

- 1.a. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Flat No. \_\_\_ admeasuring \_\_\_\_\_ RERA Carpet Area, on the \_\_\_ Floor, of \_\_\_\_\_ Building no. 3 (the "**Flat**") in the said Project being constructed by the Promoter on the said Land for a consideration of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) ("**Consideration**") being the proportionate price of the common areas and facilities. The said Flat is more particularly described in the Fourth Schedule hereunder, common area, facilities and common amenities in the Project are more particularly described in the Third Schedule hereunder. The Flat is separately marked on the copy of Floor Plan annexed herewith as Annexure F. **The Allottee shall also be entitled to certain limited common area and facilities as per approved plan, appurtenant to the said Flat being enclosed balcony Area of \_\_\_\_\_ sq. Meters and Weather Shed of \_\_\_\_\_ sq. mtrs, and being the ancillary area, all collectively admeasuring \_\_\_\_\_ sq mtrs. at no additional consideration ("**Utilities Area**"). Thus, total useable area available to the Allottee is \_\_\_\_\_ sq. meters i.e., \_\_\_\_\_ sq. meters RERA Carpet area plus said Utilities Area.**
- 1.b. (i) **The Promoter hereby agrees to allot to the Allottee one covered parking space.**

Or

- 1.b. (i) The Allottees have informed the promoter that he/she does not require any parking space in said Project. Accordingly, no reservation of parking is made against said Flat.
- 1.b. (ii) The Allottees hereby undertakes, assures and guarantees not to claim any parking space in said Project in future, nor raise any objection to use of parking by other Allottees.
- 1.c. The Allottee shall deduct tax at source on the consideration amount at the prevailing rate, if applicable and furnish a TDS certificate to the Promoter within the time limit provided under Income Tax Act, 1961.
- 1.d. The Allottee has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as "initial booking amount" at the time of booking and hereby agrees to pay to the Promoter the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) in the following manner:

<b>Sr.no.</b>	<b>Stage of payment</b>	<b>Percentage of payment</b>
1.	On or before execution of this Agreement	Not exceeding 10% of total consideration
2.	On completion of Plinth of the Building or wing in which flat is located	Not exceeding 25% of total consideration
3.	On completion of 1 <sup>st</sup> Slab	Not exceeding 4% of total consideration
4.	On completion of 2 <sup>nd</sup> Slab	Not exceeding 4% of total consideration
5.	On completion of 3 <sup>rd</sup> Slab	Not exceeding 4% of total consideration
6.	On completion of 4 <sup>th</sup> Slab	Not exceeding 4% of total consideration
7.	On completion of 5 <sup>th</sup> Slab	Not exceeding 4% of total consideration
8.	On completion of 6 <sup>th</sup> Slab	Not exceeding 4% of total consideration
9.	On completion of 7 <sup>th</sup> Slab	Not exceeding 4% of total consideration
10.	On completion of 8 <sup>th</sup> Slab	Not exceeding 4% of total consideration
11.	On completion of 9 <sup>th</sup> Slab	Not exceeding 4% of total consideration
12.	On completion of 10 <sup>th</sup> Slab	Not exceeding 3% of total consideration
13.	On completion of 11 <sup>th</sup> Slab, kitchen platform upto 5 Floors	Not exceeding 3% of total consideration

14.	On completion of 12 <sup>th</sup> Slab and brickwork upto 8 <sup>th</sup> Floor and internal plaster upto 5 <sup>th</sup> Floor, lift well	Not exceeding 3% of total consideration
15.	On completion of brickwork, full kitchen platform, full internal plaster, external plaster, OH Water Tank, LMR, concealed plumbing	Not exceeding 6% of total consideration
16.	On completion of full electrical work, full tiling, external plumbing, waterproofing, gypsum, 1 coat of paint	Not exceeding 6% of total consideration
17.	On completion of septic tank/STP, pavements, boundary walls, solar panel, lift. Fire installations, other area development, entrance lobby, miscellaneous, etc.	Not exceeding 5% of total consideration
18.	On handing over of possession of flat or receipt of OC or Completion certificate	Remaining 3% of total consideration
	Total	100%

- 1.e. The said Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, and cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat.
- 1.f. The Allottee shall be liable to pay and hereby agrees to pay to Promoter any statutory taxes (as made applicable or amended from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Allottee shall make over such payment to Promoter within 14 days upon receiving a notice of demand (demand letter) from Promoter.
- 1.g. Any payments made by the Allottee to the Promoter shall be first appropriated towards GST, then outstanding interest and balance if any, towards the principal sums of the instalments of the said Consideration.
- 1.h. The Consideration is escalation free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent

authorities, the Promoter shall enclose the said Notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1.i. The Allottee shall make payment of the balance amount or any other payment due under this agreement immediately upon it becoming due, without any delay or demur for any reason whatsoever, failing which the outstanding amount shall carry interest at such rates as prescribed in the law till the time of payment or realization.
- 1.j. Upon an installment and/or balance payment payable by the Allottee to the Promoter becoming due, the Promoter shall issue a notice of demand cum invoice giving maximum 15 days' time from date of notice to Allottee for making the payment of installment. The said notice of demand shall be accompanied by certificate from the architect certifying the satisfactory completion of the stage of work for which the payment is due.
- 1.k. The receipt for the payments made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account after the Promoter.
- 1.l. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ \_\_\_\_\_ % per annum for the period by which the respective instalment 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 Allottee by the Promoter.
- 1.m. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the change, 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 Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
- 1.n. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1. 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 Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

- 2.2. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Flat to the Allottee and the common areas to the association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate or both as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per payment table in this Agreement.
3. The Promoter hereby declares that the FSI available as on date in respect of the Land is 15,187.104 sq. meters only and the Promoter has planned to utilize **total potential future** maximum FSI of **22,000** sq. meters being additional premium paid FSI including ancillary FSI and TDR / premium paid FSI in lieu of TDR 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 **and/or on approval of development plan of PMC**, which are applicable to the said Project. The Promoter has disclosed the FSI of **22,000** sq. meters as proposed to be utilized by him on the Land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of units 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.
- 4.1. If the Promoter fails to abide by the time schedule for completing the Project and handing over the Flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

**Provided that, if the Allottee has granted consent for extension of the Project on account of delay in completing the construction of the said Project and/or on obtaining occupancy certificate, then the Promoter shall not be liable to interest as per clause 4.1. hereinabove.**

- 4.2. Without prejudice to the right of Promoter to charge interest in terms of clause no. 4.1. above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment reminders, the Promoter shall at his own option, terminate this Agreement:

Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Flat /Apartment which may till then have been paid by the Allottee to the Promoter.

- 4.3. In case of termination of this Agreement, the Promoter may forfeit up to 05% of Agreement value as damages towards cancellation (hereinafter referred to as "the pre- determined damages") accepted by Allottee as being reasonable and fair estimate from the consideration amount paid by Allottee till the date of termination and shall refund the balance amount to the Allottee. Such refund to the Allottee shall be within 30 days from the date of registration of 'Cancellation Deed'. Further, Allottee shall not be entitled to claim refund from the Promoter the amounts paid by the Allottee to the government namely GST, stamp duty, registration and legal charges. If the Allottee has defaulted, the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. Upon termination of this Agreement the Promoter shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit. However, in case Allottee challenges such termination before any authority then Promoter shall be entitled to hold the refund till conclusion of such dispute.
- 4.4. If the Allottee herein, decides to terminate this Agreement/transaction in respect of the said Flat due to any reason other than attributable to the Promoter, the Allottee herein shall issue a prior written notice to the Promoter as to the intention of the Allottee and on such receipt of notice the Promoter herein shall be entitled to deal with the said Flat with any other prospective buyers. After receipt of such notice of intention to terminate this Agreement from the Allottee, the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee shall be entitled to receive the refund of consideration less 05% i.e., predetermined damages.
- 4.5. It is specifically agreed between the Parties hereto that, if the transaction in respect of the said Flat between the Promoter and Allottee herein is terminated as herein above written then all the instruments under whatsoever head executed between the Parties hereto or between the Promoter and Allottee herein, in respect of the said Flat, shall stand automatically cancelled and either Party shall have no right, title, interest or claim against each other except as provided hereinafter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with ISI mark, to be provided by the Promoter in the said Project and the Flat /Apartment as are set out in Third Schedule hereunder.
6. The Promoter shall give possession of the Flat to the Allottee in the said building no.3 on or before **31<sup>st</sup> day of December, 2027**. If the Promoter fails or neglects to give possession of the Flat to the Allottee 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 Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
- Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat 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;
  - (iii) [Delay on account of municipal corporation and/or any other competent authority.](#)
- 7.1. **Procedure for taking Possession:** The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority and the payment made by the Allottee as per this agreement shall offer in writing the possession of the said Flat to the Allottee to the Allottee in terms of this Agreement to be taken within three (3) months from the date of issue of such notice and the Promoter shall give possession of the said Flat to the Allottee. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project or building.
- 7.2. The Allottee shall take possession of the Flat within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flat is ready for use and occupancy.
- 7.3. **Failure of Allottee to take Possession of Flat:** Upon receiving a written intimation from the Promoter as per this agreement, the Allottee shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Flat to the Allottee. In case the Allottee fails or commits delay in taking possession of said Flat within the time provided in this agreement, such Allottee shall continue to be liable [for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Flat and the Promoter shall not be liable for the maintenance, wear and tear of the said Flat.](#)

- 7.4. If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. This warranty is applicable only if after occupying the unit the Allottee maintains the unit in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work including water proofing, work done in flat while changing tiles or any other work affecting and damaging the columns and/ or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/ or association, this warranty shall stand lapsed. Further, in the following cases where the Allottee (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Allottee loads heavy luggage in the lift (iii) Damage any portion of the neighbor's unit or common area by drilling or hammering etc. and (iv) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoter shall not be irrevocable. Further, where the manufacture warranty as shown by the Promoter to the allottees ends before the defects liability period and such warranties are covered under the maintenance of the Building/Project. And if the annual maintenance contracts are not done/renewed by the allottees, the Promoter will not be responsible for any defects occurring due to the same.
8. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. Allottee shall use the parking space only for purpose of keeping or parking vehicle.
9. The Promoter at its liberty may form separate Co-operative Housing Society for flat/unit purchasers in building no. 3 and Commercial Building for their maintenance. After formation of these societies, an association of these societies will be incorporated (the "**Common Organization**") to whom the said Land will be conveyed and said Common Organization shall be responsible for overseeing the maintenance of the common area and amenities in the Project. The Allottee along with other allottees of flats in the Project shall join in forming and registering of the societies and Common Organization to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the societies and Common Organization for becoming a member, including the bye-laws of the proposed the societies and Common Organization and duly fill, sign and return to the Promoter within seven days of the same being forwarded by

the Promoter to the Allottee, so as to enable the Promoter to register the societies and Common Organization of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws or the memorandum and/or articles of association, as may be required by the Registrar of such the societies and Common Organization, as the case may be, or any other competent authority.

- 9.1. The Promoter shall, within three months of receipt of full and final occupancy certificate of the Project cause to be transferred to the Common Organization if formed, all the right, title and the interest of the Promoter in the said building in which the said Flat is situated. Thereafter the said Common Association shall maintain the said Project.
- 9.2. The Promoter shall, within three months of receipt of full and final occupancy certificate for the said Project, cause to be transferred to the Common Organization all the right, title and the interest of the Promoter in the Land on which the building is constructed.
- 9.3. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the Land and Project namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Land and Project. Until the Common Organization is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs.2,000/- (Rupees Two Thousand Only) per month. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until conveyance of the structure of the Project building or wing is executed in favour of the Common Organization as aforesaid. On such Conveyance Deed being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Common Organization, as the case may be.
- 9.4. The Allottee shall pay to the Promoter advance maintenance /deposit of such an amount of Rs.24,000/- (Rupees Twenty Four Thousand Only) that is along with the applicable GST as common maintenance charges for upkeep and maintenance of common areas and facilities in the said Project (like electricity of common areas, security, property tax, maintenance of common areas, salaries) until hand over of Project to respective societies and common area in Project in favor of the Common Organization, until formation and handover of building to Common Organization subject to a minimum period of Twelve months from the date of notice specified herein. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a handover of buildings / Project to Society. The Allottee undertakes to pay such contribution within fifteen days of receiving notice that the said Flat is ready for possession and shall not withhold the same for any reason whatsoever. Provided that

if the Allottee does not pay its share of the common maintenance charges within 15 days of receiving the notice of demand in this regard then the Promoter shall be entitled to hold possession of the said Flat and levy interest on such delayed payment from the date when the payment is due till the date of actual payment, as prescribed under MahaRERA and rules made thereunder.

- 9.5. That the Promoter shall not be liable to repair or maintain the common areas like staircase, lifts, lobbies if these are damaged by the Allottee while shifting goods or while getting interior work done in the Flat purchased. The Allottee shall be liable to restore the original position of damaged areas at his own cost and effort.
- 9.6. Where the Allottee has to make any payment in common with other Allottees in said Project, the same shall be in proportion which the carpet area of the said Flat bears to the total carpet area of all Flats in the said Land.
10. The Allottee shall on or before delivery of possession of the said Flat keep deposited with the Promoter following amounts:-
- (i) share money, application entrance fee of the Society;
  - (ii) formation and registration of the Society;
  - (iii) Proportionate share of taxes and other charges / levies in respect of the Society;
  - (iv) Deposit towards provisional monthly contribution towards outgoings of the Society;
  - (v) Deposit towards Water, Electric, and other utility and services connection charges; &
  - (vi) deposits of electrical receiving and Sub Station provided in Layout.
11. The Allottee shall pay to the Promoter all legal costs, charges and expenses, including professional costs of the Attorney – at – Law / Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of lease.
12. At the time of registration of conveyance of the Land along with said Building / Project, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Common Organization on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Land to be executed in favour of the Common Organization.
13. **Representation and Warranties of the Promoter**

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

- 13.1. The Promoter has clear and marketable title with respect to the Land as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the Land and also has actual, physical and legal possession of the Land for the implementation

of the Project.

- 13.2. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.
  - i. There are no encumbrances upon the Land or the Project except those disclosed in the title report;
  - ii. There are no litigations pending before any Court of law with respect to the Land or Project except those disclosed on the RERA portal of the said Project;
- 13.3. The Promoter has disclosed all drawings, sale plans, other drawings as given to the Promoter by the appointed Architect, Structural Consultants and any other consultants appointed by the promoter to the Allottee and the Allottee is aware that professional liability has been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the Allottee and based on these said details of the drawings any of the calculations and areas shown, the Allottee has agreed to take the said Flat.
- 13.4. All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas.
- 13.5. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein may prejudicially be affected.
- 13.6. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement.
- 13.7. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement.
- 13.8. After completion of the Project the Promoter shall execute the conveyance deed/assignment of the structure to Common Organization of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project to the Common Organization of the Allottees after completion of the Project.

- 13.9. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever payable with respect to the said Project to the competent authorities till receipt of occupancy certificate for the said Project.
- 13.10. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed in the title report.
- 13.11. The Promoter herein has decided to have the name of the Project "**NANDANVAN**" and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on the building and at the entrances of the scheme. The Promoter is also entitled to put/fix permanent attractive signboard, glow sign, name of the building, name of the Project and brand name of the Promoter at the gate and/or on the land and/or on the Project.
- 14. The Allottee/s or himself/themselves with intention to bring all persons into whosever hands the Flat may come, hereby covenants with the Promoter as follows:**
- 14.1. To maintain the Flat at the Allottee/s own cost in good and tenantable repair and condition from the date the possession of the Flat is taken and shall not do or suffer to be done anything in or to the building /Project in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building /Project in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- 14.2. Not to store in the Flat any goods which are of hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building /Project in which the Flat is situated or storing of which goods is objected to by the concerned local or any other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the building /Project in which the Flat is situated, including entrances of the building /Project in which the Flat is situated and in case any damage is caused to the building /Project in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- 14.3. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building /Project in which the Flat is situated or the Flat which may be contrary to the rules and regulations and byelaws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable

for the consequences thereof to the concerned local authority and/or other public authority.

- 14.4. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building /Project in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building /Project in which the Flat is situated and shall not chisel/ core-cut or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Flat without the prior written permission of the Promoter and/or the Common Organization. The Allottee shall not enclose the chajjas, service slab, etc., in the said Flat.
- 14.5. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Land and the Building /Project in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 14.6. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Land and the building /Project in which the Flat is situated.
- 14.7. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building /Project in which the Flat is situated.
- 14.8. To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.
- 14.9. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- 14.10. The Allottee shall observe and perform all the rules and regulations which the Common Organization may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Common Organization regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- 14.11. Till the conveyance / handover of the said Project / Building in which Flat is situated is executed in favor of Common Organization, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- 14.12. The Allottees are aware and has no objection in the Promoter installing LED display and hoarding on terrace of the Building for advertisement and Promoter retaining the same. The Promoter and its employees, agencies shall have access to the said Building for maintaining and using said LED and hoarding even after conveyance/lease of said Plot to the Common Organization. The Allottees hereby grants their consent to the Promoter for installing LED and hoarding in the Building and no separate consent of Allottees shall be required hereafter for the same.
- 14.13. The Promoter and/or its agent shall at all times be allowed to enter the said building/Project and the Land to show the unsold shops and flats in the said building / Project to potential buyers until such time all Flats are sold.
- 14.14. That the Allottee shall indemnify and keep indemnified, defended and hold harmless, the Promoter towards or against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee.
- 14.15. That at the request of the Allottee the Promoter has reserved \_\_\_ no. of parking space for the Allottee and the Allottee hereby undertakes not to demand from the Promoter additional parking space.
15. (i) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee towards Total Consideration of the said Flat and as advance or deposit, sums received on account of the share capital for the promotion of the Common Organization, towards the out goings, legal charges and shall utilize the amount only for the purpose for which they have been received etc.
- (ii) The Allottee/s shall make all payments of the Total Consideration to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / electronic transfer any other instrument drawn in favour of " \_\_\_\_\_ " A/c No. \_\_\_\_\_, IFSC NO – \_\_\_\_\_ with \_\_\_\_\_ Bank, Branch \_\_\_\_\_, Navi Mumbai. In case of any financing arrangement entered by the Allottee/s with any financial institution for availing home loan with respect to the said Flat, the Allottee/s undertakes to direct such financial institution to disburse/pay all such amounts towards Total Consideration due and payable to the Promoters through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of " \_\_\_\_\_ " A/c No. \_\_\_\_\_, IFSC NO – \_\_\_\_\_ with \_\_\_\_\_ Bank, Branch \_\_\_\_\_, Navi Mumbai. In

case of change of bank account number as mentioned above, the Allottee/s shall make payment as conveyed by Promoters in writing to the Allottee/s.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee and utilize the same as contemplated and permitted under the said Act and rules and regulations made thereunder.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Land and Project or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Common Organization and until the Land is transferred to the Common Organization as hereinbefore mentioned.
17. The Allottee hereby grants their consent to the Promoter for availing such loan and /or financial assistance on such terms and conditions as the Promoter may deem fit and proper subject to the repayment thereof by the Promoter. After the Promoter executes this agreement, the Promoter shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.
18. **BINDING EFFECT**  
Forwarding this agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.
19. **ENTIRE AGREEMENT**  
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 Flat as the case may

be.

20. **RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

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

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

22. **SEVERABILITY**

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.

23. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

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

24. **FURTHER ASSURANCES**

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.

25. **PLACE OF EXECUTION**

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 Allottee. After execution of this Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

26. The Allottee 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.

27. (i) That all notices including notice of demand to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Allottee and the Promoter by Registered Post A.D/ Speed Post and/or notified mail ID at their addresses specified below.

**Name & Address** (Allottee) \_\_\_\_\_

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

**Name:** M/S H B Realty

**Address:** Shop No. 4, Neev Plaza, Plot No. 150, Sector 10, Taloja Panchand Nagar, Navi Mumbai 410208.

**Email:** hbrealties@gmail.com

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

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

28. **JOINT ALLOTTEES**

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

29. **Stamp Duty and Registration**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

30. **Dispute Resolution: -**

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.

31. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time.

32. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

32.1. The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

32.2. The Promoter accepts no responsibility in this regard. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

33. **INVESTOR CLAUSE**

In the event, Allottee has purchased the said Flat as an Investor and intends to sell the said Flat within a period of 3 years from the date of this Agreement, then in such case, Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 1958. Without prejudice to the Allottee's right as an Investor, the Allottee may continue to hold the said Flat like any other Allottee if he does not sell it within 3 years.

34. **WAIVER NOT A LIMITATION TO ENFORCE**

- 34.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Consideration Table including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 34.2. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

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

**FIRST SCHEDULE PART A**

(the "Gat no. 116/2/B")

All that piece and parcel of land Gat no. 116/2/B admeasuring 4,919.413 sq. meter after handing over 1,140.587 sq. meters for road widening to PMC situated at village Taloje Majkur, Taluka Panvel, District Raigad within the limits of Panvel Municipal Corporation and within the jurisdiction of Registrar of Panvel, the boundaries and description of which are as under:

- |                         |   |                                     |
|-------------------------|---|-------------------------------------|
| On or towards the North | : | Survey No. 116 Hissa no. 2A;        |
| On or towards the South | : | Survey No. 116 Hissa no. 3;         |
| On or towards the West  | : | Survey No. 115 and access road; and |
| On or towards the East  | : | Survey No. 117.                     |

**FIRST SCHEDULE PART B**

(the "Gat no.116/2A/1")

All that piece and parcel of land bearing Gat no. 116/2A/1 admeasuring 2,300 sq. meters bearing thereabout situated at village Taloje Majkur, Taluka Panvel, District Raigad within the limits of Panvel Municipal Corporation and within the jurisdiction of Registrar of Panvel, the boundaries and description of which are as under:

- |                         |   |                                     |
|-------------------------|---|-------------------------------------|
| On or towards the North | : | Survey No. 116 Hissa no. 1          |
| On or towards the South | : | Survey No. 116 Hissa no. 2/B        |
| On or towards the West  | : | Survey no.117                       |
| On or towards the East  | : | 700 sq. meters of Survey no.116/2/A |

### FIRST SCHEDULE PART C

(the "*Land*")

All that piece and parcel of land a Gat no. 116/2/B admeasuring 4,919.413 sq. meter after handing over 1,140.587 sq. meters for road and Gat no.116/2A/1 admeasuring 2,300 sq. meters described in First Schedule Part A and Part B respectively hereinabove together admeasuring 7,219.413 having boundaries and description of which are as under:

- On or towards the North : Survey no.116/2A/2  
 On or towards the South : Survey no.116/3  
 On or towards the West : Survey no.117  
 On or towards the East : Survey no.116/2A/2 and Survey no.115

### SECOND SCHEDULE

(the "*Project*")

A sanctioned "Residential cum Commercial" project viz. "**NANDANVAN**" on the said Land described in FIRST SCHEDULE PART C herein above, by utilising FSI and TDR aggregating to **22,000** sq. meters by constructing:

Building no.	Floor	Use	FSI (sq. meters)
1	Ground	Stilt Parking and Commercial units	6,038.66
	First to Tenth	Free sale habitable flats	
2	Ground	Stilt Parking and Commercial units	3,687.531
	First to Tenth	Free sale habitable flats	
3	Ground	Stilt Parking	5,305.388
	First to Eleven	Free sale habitable flats	
4	Ground	Comprising 3 shops together having BUA of 155.050 sq. meter	
	First to _____	Proposed to be constructed utilizing <b>6,657.896</b> sq. m FSI upon same being sanctioned by competent authority	
Recreational open space <b>admeasuring 816.045 sq. meters</b>			

### THIRD SCHEDULE

(List of internal Amenities)

- i. Entire flooring shall be of vitrified tiles
- ii. Full height glazed tiles in bathrooms and WC
- iii. Exhaust Fans & Geyser
- iv. All rooms shall have concealed copper wiring
- v. Granite Kitchen platform with SS sink in the kitchen
- vi. Table and Television point in the living room and master bedroom
- vii. Video door security system for all the flats
- viii. Intercom System for quick communication

- ix. Plastic paint finish in the entire flat
- x. UPVC Sliding windows with Granite sills
- xi. Jaguar/ similar C.P Fittings
- xii. Durian or Similar Doors
- xiii. Concealed Plumbing with hot and cold-water mixture systems in bathroom
- xiv. External fully acrylic paint
- xv. False ceiling in all rooms

**(List of External Amenities)**

- i. Lift
- ii. CCTV
- iii. Car Parking
- iv. Club House
- v. Swimming Pool
- vi. Landscape Garden
- vii. Children Play Area
- viii. Water Bodies and Fountains
- ix. Walk Area
- x. Temple
- xi. Indoor Games Room
- xii. Stilt & Podium Parking
- xiii. Air-conditioned Gymnasium

**FOURTH SCHEDULE**

(the "**Flat**")

Flat No. \_\_\_\_, admeasuring \_\_ RERA Carpet Area, along with enclosed balcony Area of \_\_ sq. meters Weather Shed of \_\_ sq. mtrs and being the ancillary area, all collectively having gross usable area of \_\_ sq. Meters on the \_\_ Floor, in Building no. \_\_ of the Project Known as "**NANDANVAN**" being constructed on the Land more particularly described in First Schedule hereinabove.

<b>SIGNED AND DELIVERED</b>			
<b>BY WITHIN NAMED "PROMOTER"</b>			
<b>M/S. H B REALTY</b>			
Through its Partner - Shri _____			
<b>Name</b>	<b>SIGNATURE</b>	<b>PHOTOGRAPH</b>	<b>LEFT HAND THUMB IMPRESSION</b>

<b>SIGNED AND DELIVERED BY WITHIN NAMED "Allottee"</b>			
<b>NAME</b>	<b>SIGNATURE</b>	<b>PHOTOGRAPH</b>	<b>LEFT HAND THUMB IMPRESSION</b>

**WITNESSES:**

- 1.
  
- 2.

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**List of Annexures**

<b>Annexure No.</b>	<b>Document</b>
Annexure A	Copy of plan of Land separately marking Gat no.116/2/B and Gat no. 116/2A/1
Annexure B-1	Copy of 7/12 Extract of Gat no. 116/2/B
Annexure B-2	Copy of 7/12 Extract of Gat no.116/2A/1
Annexure C	Copy of the said Amended CC
Annexure D	Copy of Title Report
Annexure E	Copy of RERA registration certificate
Annexure F	Copy of floor plan showing said Flat separately marked Copy of said Future Development

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**PAYMENT RECEIPT**

Received from \_\_\_\_\_ on this \_\_\_\_\_ date a sum of **Rs** \_\_\_\_\_ (**Rupees** \_\_\_\_\_ **Only**) vide Cheque No. \_\_\_\_\_ drawn on \_\_\_\_\_ Bank, dated \_\_\_\_\_ as and by way of Initial Booking Amount out of the Total agreed Consideration of **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_ **Only**) in respect of the purchase of Flat being **Flat No.** \_\_\_\_\_ admeasuring \_\_\_\_\_ carpet area, on the \_\_\_\_\_ Floor of Building no.3 in the said Project known as "**NANDANVAN**" to be constructed on all that piece and parcel of land bearing survey no.116/2B and 116/2A/1 situated at village Taloje Majkur, Taluka Panvel, District Raigad.

WE SAY RECEIVED

**M/S. H B REALTY**

Through its Partner –

Shri \_\_\_\_\_

**WITNESSES:**

- 1.
- 2.

**Place:** Navi Mumbai

**Date :**