

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ["Agreement"] is made and executed at Mumbai on this ___ day of _____ Christian Year **Two Thousand Twenty-Three [2023]** BETWEEN: -

M/s. DREAM ARIHANT INFRASTRUCTURE COMPANY, a partnership firm registered under the Indian Partnership Act, 1932, having its registered office at **Shop No-6, B-Wing, Aditya Heritage, Chunabhatti, Mumbai-400 022**, holding PAN Card No. **AAJFD6287B**, hereinafter referred to as "**The Promoters**" (the expression shall unless it be repugnant shall mean and include its partners, assigns, successors, legal representatives, executors, survivors, assigns, administrators and constituted attorneys), of One Part;

AND

(1) **Mr.Amol Nivrutti Pawar (Aadhaar No. 4210 0583 7626) & (Pan No. AXKPP7881R)** aged about **33** years,
 (2) **Mr.Nivrutti Shankar Pawar (Aadhaar No: 4357 9096 9332) & (Pan No.AZJPP3839Q)** aged about **60** years,
 and (3) **Mrs.Asha Nivrutti Pawar (Aadhaar No. _____ & Pan No. DCFPP8803L)** they are Indian Inhabitant they Residing at **Muktadevi Mandir Road 4/4 Ekta Committee Chawl, Sion –Chunabhatti, Mumbai -400 0022**) hereinafter called the "**Allottee/s**" (the expression shall unless it be repugnant shall mean and include his/her heirs, executors, administrators, successors -in- interest and permitted assignees).

The Promoters and Allottee(s) shall hereinafter collectively be referred to as the "Parties" and individually as "Party".

Whereas **M/s Shree Niwara Housing Co-operative Society Ltd**, a co-operative Society duly registered under the Maharashtra Co-operative Societies Act, 1960 (Mah XXIV of 1961) and having Registration No BOM/HSG-3509 of 1972 and having its registered office at Housing Borad- Building No 5, Kurla Village, Chunabhatti-Sion, Mumbai-400 022, hereinafter referred to as "**the Society**" (Which expression shall unless the context requires otherwise include its successors and permitted assigns)

Whereas **THE MAHARASHTRA HOUSING & AREA DEVELOPMENT AUTHORITY** (hereinafter referred to as "**the Board**"), was possessed or otherwise well and sufficiently entitled to the piece or parcel of land admeasuring 913.58 Sq. mtrs situated at S. No 292A City Survey No. 458 (Pt.) being part of the boards land at Chunabhatti-Sion in registration sub district of Sub-District of Kurla, Mumbai Suburban and as more particularly described under the First Schedule written hereunder and herein and as more particularly described in the Property Extract Card marked as **Annexure "A"** herein and hereinafter referred to as "**the scheduled property**". By the Indenture of lease dated **16th September 1995** Registered Under the Number BDR-3-1118/95 and hence the board has granted the lease of the said land admeasuring 913.58 Sq. Mtrs to the Society for the period of Ninety-Nine Years and the society has agreed the right, title and interest of the Board in the said land on terms, conditions and covenants specifically mentioned in the Indenture of Lease.

And thereafter By the Deed of Sale dated 16th September 1995 REGISTERED UNDER NO. BDR-3-1121195 the Board has conveyed the right, title and interest of the Board in the Building No.5 situated on the said land (consisting of 20 tenements during that time) to the society and the said society has agreed to accept such a conveyance by the way of sale, the right, title and interest of the board in the said building the said therein more particularly described in Sale Deed.

Along with the above-mentioned land The Board was possessed or otherwise well and sufficiently entitled to two parcels of tit-bit plots of land admeasuring 252.37 Sq. Mtrs. and 741.69 Sq. Mtrs, as a recreation space total land admeasuring 994.06 Sq. Mtrs, situated at S. No. 292A C. T. 458/(Pt) at Kurla Village, Chunabhatti-Sion, Mumbai 400 022 in the registration Sub-District of Kurla Mumbai, Suburban District which includes RG scheme 5. In pursuance of the decision the Board vide said resolution dated 3rd January 1997 decided to allot the tit bit plot of land and RG scheme-5 plot which are not useful to the Boards Public Housing Scheme to the Co-operative Societies on lease basis for the period of 30 years upon payment of an amount of premium and lease rent for the purpose of residential use FOR CONSIDERATION AND upon the terms and conditions, rent and covenants, appearing and contained in the Indenture of Lease dated 08/12/2015 registered with the Office of the sub-registrar UNDER NO. 8332/15.

Hence the Building land along with the tit-bit plots of land consisting of RG Scheme-5 collectively admeasuring 1907.64 Sq. Mtrs are now used for the redevelopment purpose of the said Society. Further due to lack of experience, expertise, funds and risk associated in the redevelopment process. The Society decided to entrust the redevelopment of the said entire plot of land (Along with the tit-bit plots) on behalf of the Society, to appoint a competent and capable Developer who shall on behalf of the Society carry out the redevelopment of the entire plot of land on the terms and conditions put forth by the Society, at their entire risk and costs. So, Society decided to appointed M/s Supreme Engicons (INDIA) Pvt as a **Project Management Consultant (PMC)** for the redevelopment project as decided in General Body Meeting (GBR) held on 29th June 2014 after mutually agreed by Developer, Society and PMC. The Society received Five offers after guidance by the PMC, the Society had called for the Tenders Inviting prospective developers for Society Redevelopment of the Project by publishing in Three Newspaper (Times of India, Maharashtra Times and Middy Gujarat) on 30th July 2014. After which the Society received three tenders after the payment of EMD by the respective Developers. After screening, comparing the tenders in a Special General Body Meeting by the society offers was negotiated. The Society received the Negotiated offer from the respective Developers. All the work been meticulously carried out by the society and finally were satisfied by the offer of **M/s. Dream Arihant Infrastructure Company** dated 9th May 2015. And Dream Arihant Infrastructure Co., is finally awarded as the Developers for redevelopment of the property by the members of the Society in the Presence of authorized officer deputed by Hon'ble Deputy Registrar Co-Operative Societies "MHADA' ((L) Ward.

The Hon'ble Deputy Registrar Co-Operative Societies "MHADA" ("L") ward has issued order Ref. No.: 4448/2015, dated 25th August 2015 for the selection of "**M/s. Dream Arihant Infrastructure Company**" as Developers

herein for Redevelopment of the property as per the provisions of Rules and Regulations of Government of Maharashtra through its Department of Co Operative and Textile Gazette published on 3rd September 2009 attached as **Annexure “B”**

In the Special General Body Meeting held on 12th September 2015, the Members unanimously passed resolutions authorizing the Society Managing Committee, to sign and execute the Development Agreement and Power of Attorney and any other related documents in the course of the redevelopment of the society on and behalf of the Society. Further the Developers have sent their final revised offer on 9th May 2015, offering additional area on usable existing Carpet. This Development Agreement (and all related writings as referred to herein, were duly and fully finalized and settled by the Society and the Developer and approved in Special General Body Meeting held on 12th September 2015, a copy is marked and attached as **Annexure “C”**.

AND WHEREAS the Promoters after written prior written approval from the society applied to Building Permission Cell Of Greater Mumbai/MHADA for sanctioning the plans AND WHEREAS on 20th Jan 2020 the Maharashtra Housing and Area Development Authority was pleased to sanction the redevelopment plans on the scheduled property, Intimation of Approval (“IOA”) in Promoter’s favor and also on 6th Jan 2023 the Maharashtra Housing and Area Development Authority was pleased to sanction the Revised redevelopment plans on the scheduled property, Revised Intimation of Approval (“Revised IOA”) in Promoter’s favor to implement the redevelopment Project on the scheduled property on terms as more particularly stated therein copy are annexed as **Annexure “D”**

AND WHEREAS the Maharashtra Housing and Area Development Authority has issued Commencement Certificate as more particularly stated therein copy are annexed as **Annexure “E”**

AND WHEREAS the Promoters are fully entitled to develop the scheduled property and construct building thereon in accordance with the plans sanctioned by the Maharashtra Housing and Area Development Authority (MHADA) and in accordance with the recitals hereinabove AND WHEREAS the Promoters have got approved from the Maharashtra Housing and Area Development Authority the plans, the specifications, elevations, sanctions and details of the proposed building to be constructed on the scheduled property and WHEREAS in accordance with the sanctioned plans the Promoters are development the scheduled property and are constructing thereon a building structure known as “**ARIHANT NIWARA SKY**” comprising of two Wings i.e A & B Wing having double height stilt on ground and consisting of 23 (Twenty Three) Upper Floors and Terrace Floor. Total there are **159** No of Flats in the said building Structure. Out of which **116** No of Flats are for Free Sale in favour of the Promoters AND WHEREAS the Promoters has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Apartments in the said project to be constructed by the Promoter on the project land and is fully competent to enter into agreement/s with the Allottee/s, lessee, mortgagee, of the Apartments and to receive the sale price in respect thereof.

AND WHEREAS the Promoters have Appointed **Mr. Sachin Rakshe**, as an **Architect** duly registered with the Council of Architects AND WHEREAS the Promoters have also appointed **Mr. Abdul Qayyum Qureshi** as its **Structural Engineers** for the preparation of the structural designs and drawings of the buildings and the Development shall be under the professional supervision of the Architects and the structural engineers till the completion of the buildings;

AND WHEREAS the Promoters have registered the project with Maharashtra Real Estate Authority bearing Project Registration No. **P51800025450**, a copy whereof is annexed as Annexure “F” hereto;

AND WHEREAS the Allottee/s herein has demanded from the Promoter and the Promoter has given inspection of the Allottee/s, of all the documents or title relating to the said project described in the **Schedule – II** hereunder written and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “RERA” and the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “MOFA”) and rules and regulations framed thereunder. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carryout independent due diligence and take search of the requisite disclosures by appointing his / her / their own Solicitors / Advocate / Attorney to satisfy themselves with regards to the right, title and interest of the Promoter. The Allottee/s has / have satisfied himself / herself / themselves in respect of the marketable title and rights and authorities of the Promoter. Herein. That the Allottee/s / has given his/her/their specific confirmation herein that the responsibility of the title of the said land be con the Promoter until the conveyance of its right, title and interest in respect of the building and assignment of leasehold rights in respect of the land in favor of the co – operative housing society / company / association of persons and/or any such body incorporate;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Promoter’s Solicitors / Advocate, authenticated copy of the Property Extract Card and such other revenue record, title deeds and such other and further documents evidencing Promoter’s nature of title to on the scheduled property has been provided to the Allottee/s with inspection of the originals to the upmost satisfaction of the Allottee/s AND WHEREAS the authenticated copies of all the permissions and sanctions of the Competent Authority/s according to which the construction of the building has to take place has already been annexed with this indenture and inspection of the originals have been furnished to the Allottee/s for their upmost satisfaction AND WHEREAS the copy of the proposed layout plan and the proposed building / phase / wing plan showing future proposed development as disclosed by the developer in his registration before RERA authority and further disclosures on the website as mandated by the Promoters have been annexed hereto;

AND WHEREAS the clear block plan showing the project *(phase / wing) which is intended to be constructed and to be sold and the said unit which is indented to be bought by the Allottee/s is in this said project (phase / wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated

that the Allottee/s intends to purchase and the Allottee/s shall have the right to claim the same for is marked as Annexure “G”;

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed AND WHEREAS the Promoter has obtained some sanctions / approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupation Certificate and Building Completion Certificate of the said Building AND WHEREAS while sanctioning the said plans the concerned local authority(s) and/or statutory bodies had laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the scheduled property and the building and upon due observation and performance of which only the completion or occupancy certificate in respect of the said building phase shall be granted by the concerned local authority/s AND WHEREAS the Promoters has in compliance with the rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoters while constructing / developing the said project has accordingly commenced construction / development of the same;

AND WHEREAS the Allottee/s has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee/s strictly AND WHEREAS the Allottee/s on confirmation and accepting all the conditions of the sanctioned plans by the competent authority(s), has further stated that if any condition that have been imposed on the scheduled property / project / building / phase / wing which are contrary to the prevalent laws / rules / regulations under which the sanctioned plans have been given shall not be binding on the Allottee/s and that the Allottee/s shall not hold the Promoters responsible for the such contrary conditions;

AND WHEREAS the Allottee/s have independently made himself/herself/themselves aware about the specifications, usage policies and maintenance of the installed items, fixtures and fittings of the same. AND WHEREAS the Allottee/s has been shown the conditions of the contracts with the vendors / contractors / manufactures and workmanship and quality stands of products / fittings / and fixtures as agreed between the Promoters and the Vendors and on independently verifying the same the Allottee/s has now agreed to the same as conditions mentioned in these contracts and that the Allottee/s agreed to abide by the same failure of which shall absolve the Promoters to that extent;

AND WHEREAS the Allottee/s has booked an Apartment in the said project being Apartment No. **604**, having Rera Carpet Area of **1155 Sq. Ft. (Rera Carpet)** type **3 BHK** on the **06th Floor** in the **B-Wing**, being constructed in the said project and pro – rata share in the common areas (“Common Areas”) as defined under clause (n) of section of the RERA the typical floor plan to the Apartment is annexed hereto as Annexure “G” hereto;

AND WHEREAS relying upon the aforesaid application, the Promoters has agreed to allot and sell to the Purchaser/s, the said apartment at the price and on the terms, conditions, convents, stipulations and provisions hereinafter appearing;

AND WHEREAS the carpet area of the said Apartment is 107.30 square meters and “carpet area” means 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 Apartments for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal portion walls of the apartment;

AND WHEREAS the Allottee/s prior to execution of these presents has paid to the Promoter a sum of **Rs. _____ /- (Rupees _____ Only)** being part payment of the sale price of the Apartment agreed to be sold by the Promoters to the Allottee/s as an advance payment or deposit (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee/s has agreed to pay the remaining price of the Apartment as prescribed in the payment plan as may be demanded by the Promoters within the time and manner specified therein;

AND WHEREAS 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;

AND WHEREAS the Promoters in compliance of section 13(1) of RERA is required to execute a written Agreement for Sale of the said Apartment in favor 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;

AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement save and except the instrument of transfer of Promoter’s right, title and/or interest as stated herein below;

AND WHEREAS the parties, relying on the confirmation, representation 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 AND WHEREAS the Allottee/s has not given any third party any rights to enforce this Agreement unless the said unit is transferred to them;

NOW THEREFORE in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows: -

1. Recitals and Schedules:

The recitals set forth at the start of this Agreement along with the Exhibits attached to the Agreement and the terms and conditions incorporated in such recitals and Annexures shall be deemed integral part of this Agreement and all the references in this Agreement to this Agreement shall encompass such recitals and Annexures as terms and conditions incorporated in such recitals.

2. Construction of the Project / Apartment:

The Promoters shall construct the said building/s consisting of ground and 23 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations and modifications which may adversely affect the Apartment of the Allottee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. Promoter may also make such minor additions and alterations as may be required by the Allottee/s.

3. Consideration / Price of the said Apartment:

3.1 The Allottee/s hereby agrees to purchase from the Promoters and the Promoter hereby agrees to sell to the Allottee/s Apartment No. **604** of the type **3 BHK** of carpet area admeasuring **107.30 Square Meters i.e., 1155.00 Sq. Ft. (Rera Carpet)** on **06th** floor in the **Wing-B** (hereinafter referred to as "**the Apartment**") as shown in the Floor plan thereof hereto annexed and marked **Annexures "G"** for the consideration of **Rs.1,56,00,000 /- (Rupees One Crore Fifty-Six Lakhs Only)** including the proportionate price of the Development Charges, Legal Charges, MGL Charges and Society Formation Charges.

3.2 The total aggregate consideration amount for the apartment is thus **Rs.1,56,00,000 /- (Rupees One Crore Fifty-Six Lakhs Only)** The Allottee/s agrees and understands that timely payment towards purchase of the said Apartment as per payment plan / schedule hereto is the essence of the Agreement. The Allottee/s 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 the balance amount of **Rs. _____ /- (_____ Only)** in the following manner: -

1. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on or within 15 days of Registration.

2. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 1st slab
3. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 2nd slab
4. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 3rd slab
5. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 4th slab
6. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 5th slab
7. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 6th slab
8. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 7th slab
9. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 8th slab
10. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 9th slab
11. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 10th slab
12. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 11th slab
13. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 12th slab
14. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 13th slab
15. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 14th slab

16. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 15th slab
17. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 16th slab
18. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 17th slab.
19. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 18th slab.
20. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 19th slab.
21. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 20th slab.
22. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 21st slab.
23. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 22nd slab.
24. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 23rd slab.
25. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoters on commencement of the 24th slab.
26. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoter on completion of the Brick work, Internal walls & External walls.
27. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoter on completion of the Electrical Fittings of your Flat.
28. **Rs. _____ /- (Rupees _____ Only)** to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

29. Balance Amount of **Rs. _____ /- (Rupees _____ Only)** against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

30. **Rs. _____ /- (Rupees _____ Only)** since the amount of consideration is above 50 lakhs the purchaser shall deduct 1.0 % TDS, as provided u/s. 194/A of Income Tax Act.

Total Consideration Amount Rs.1,56,00,000/-(Rupees One Crore Fifty Six Lakhs Only)

3.3 The price overall has been arrived and agreed upon keeping in mind the promise of the purchaser to make the payments as mentioned above irrespective of the existing work progress and proposed stage of construction.

3.4 The Total Price above **excludes Taxes** (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter up to the date of handing over the possession of the Apartment.

3.5 The Promoters herein on due date /or on reaching aforesaid construction milestone / stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee/s and the Allottee/s shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee/s herein specifically agrees that he / she / they shall pay the aforesaid amount along with the service tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each instalment.

3.6 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee/s by discounting such early payments @ 6 % 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/s by the Promoter. OR Payment of any instalments if made in advance shall be adjusted to the next instalments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee/s or by housing finance companies/bank etc. on behalf of Allottee/s.

4. Mode of Payment:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee/s shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheques /demand drafts or online payment as more particularly mentioned in the demand note so issued by the Promoters.

5. Adjustment / Appropriation of Payments:

The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

6. Interest on unpaid due amount

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said project/apartment, and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

7. Observation of Conditions Imposed by Local / Planning / Statutory Authority(s):

7.1 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, state and or Central Government including Environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The Promoter shall before be handing over possession of the said apartment to the Allottee/s herein, obtain from the concerned planning/local authority/development controlling authority occupation /Part certificate in respect of the said apartment. Notwithstanding anything to the contrary contained herein, the Allottee/s shall not be entitled to claim possession of the said apartment until the occupation certificate is received from the local authority and the Allottee/s has paid all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this agreement of the said apartment to the Promoters.

7.2 Howsoever for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over possession to the Allottee/s for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/building/phase/wing as stated in the said agreement. That further it has been agreed by the Allottee/s that any damage or change done within the unit sold or in the building/ phase/ wing done by him/ them or by

any third person on and behalf of the Allottee/s then the Allottee/s expressly absolves the developer from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the Promoters.

8. Disclosure of Floor Space Index

8.1 The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is only and Promoter has planned to utilize additional Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project.

8.2 The Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee/s has agreed to purchase the said Apartment 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. (Please modify/insert additional information & disclosure related to utilization of FSI (if any) in respect of your particular project).

9. Disclosure and Investigation of Marketable Title:

The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Allottee/s as required by the law. The Allottee/s having acquainted himself/herself/ themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

10. Specification and Amenities:

The specifications and amenities of the apartment to be provided by the Promoter in the said project and the said apartment are those that are set out in **Annexure - H** hereto. Common amenities for the project on the said land are stated in the **Schedule III** annexed hereto. In the project multi storied high rise buildings / wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

11. Statutory Compliances with respect to remittances:

11.1 The Allottee/s, 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 full fill 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 Allottee/s 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.

11.2 The Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s 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 Allottee/s 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 favor of the Allottee/s only.

12. Possession of the Apartment:

12.1 Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Subject to receipt of full consideration / total price and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said apartment, in terms of these presents, The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Apartment on **30/05/2025**. Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee/s and the promoter for giving possession of the Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of building in which the Apartment is to be situated is delayed on account of war, civil commotion, flood, drought, fire, cyclone,

earthquake, act of god or any calamity by nature affecting the regular development of the real estate project (“Force Majeure”).

12.2 Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

12.3 If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee/s the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of the money paid by the Allottee/s, Allottee/s agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

13 Schedule for possession of the Common amenities: The Promoter herein is developing the said land which consists of various phases having common amenities like gymnasium, Society Office the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Promoter, assures to hand over possession of the said common amenities on **30/12/2025**. The Allottee/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said apartment on the ground of non-completion of aforesaid common amenities. (Please insert this clause where the promoter has undertaken the construction/development of the said land in various phases. That the Allottee/s further agree that even where ‘substantial completion’ of works has been done and after receiving OC from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However, if the developer is not allowed by the Allottee/s or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the developer.

14 Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Allottee/s intimating that, the said apartment is ready for use and occupation. The Allottee/s herein shall inspect the said apartment in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoter as per terms and conditions of this agreement and take the

possession of the said apartment within 15 days from the date of written intimation issued by the Promoter to the Allottee/s herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee/s, as the case may be. It shall be expressly agreed that wherever it is the responsibility of the Allottee/s to apply and get necessary services the same shall not be undertaken by the promoter and the Allottee/s shall be solely responsible for the same.

15 Failure of Allottee/s to take Possession of [Apartment / Plot]: Upon receiving a written intimation from the Promoter as per clause 14, the Allottee/s shall take possession of the Apartment 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 Apartment to the Allottee/s. In case the Allottee/s fails or commits delay in taking possession of said Apartment within the time provided in clause 14, such Allottee/s shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said apartment.

16 Possession by the Allottee/s -

16.1 After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws

16.2 Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act. Provided that where if the Allottee/s does not intend to withdraw from the said Project, the Promoter shall pay the Allottee/s interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 %, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession of the Apartment.

17 Time being an essence:

Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment 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 Plan in clause No.3 in this agreement or by Payment Plan set out in Schedule.

18 Termination of Agreement:

18.1 Without prejudice to the right of promoter to charge interest in terms of para 6 above, on the Allottee/s committing three consecutive defaults in payment on due date of any amount due and payable by the Allottee/s 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/s committing three defaults of payment reminders, the Promoter has absolute right to terminate this Agreement:

18.2 Provided that, Promoter shall give notice of 15 days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, 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/s 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.

18.3 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any administrative expenses or any other expenses incurred by the promoter for such unit as requested by the Allottee/s or any other amount which may be payable to Promoter,) within a period of 30 days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter and the Promoter herein shall be entitled to deal with the said apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

18.4 For whatsoever reason if the Allottee/s herein, without any default or breach on his part, desire to terminate this agreement / transaction in respect of the said apartment then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and

registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

18.5 It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee/s herein terminated as stated in para 19 and herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said apartment, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

19 Defect and Liability:

19.1 If within a period of **five** years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are 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/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

19.2 Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

19.3 That it shall be the responsibility of the Allottee/s to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

19.4 Further where the manufacturer warranty as shown by the developer to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the Allottee/s the promoter shall not be responsible for any defects occurring due to the same.

19.5 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

19.6 That the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

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

20 Formation of Organization of Apartment Holders:

20.1 Considering the Promoter herein is carrying on the construction/development on the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be one or more association of Allottees / Co-operative Societies and/or Apex Society and/or limited company or as such may be formed by prevailing local laws as may be applicable to the said project, which the Promoter shall decide as suitable for the apartment holders in the said project which is under construction on the said land.

20.2 The Allottee/s along with other Allottee/s of Apartments in the building shall join in forming and registering the Society or Association or a Limited 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 the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company 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 Allottee/s, so as to enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s 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 Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

20.3 The Promoter shall, (mention date) of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of

the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

20.4 The Promoter shall, (mention date) of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

20.5 The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts /rules / notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

20.6 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s 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 project land and building Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottees share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution towards all the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favor of the society or a limited company as aforesaid. On such conveyance/assignment of lease 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 Society or the Limited Company, as the case may be.

20.7 Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Allottee/s herein with due diligence has accepted the aforesaid condition.

20.8 That the Allottee/s are made aware and expressly agree herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the Allottee/s shall have to pay for the water charges either by tanker or any other form.

21 Representations and Warranties of the Promoters:

21.1 The Promoter hereby represents and warrants to the Allottee/s as follows: -The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

21.2 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; There are no encumbrances upon the project land or the Project except those disclosed in the title report.

21.3 The Promoter shall at all times be liable for the title, area as agreed to be sold along with amenities under the said Agreement. All approvals, licenses and permits issued by the competent authorities with respect to the Project, and said building/wing 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, project land and said building/wing 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, project land, Building/wing and common areas;

21.4 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/s created herein, may prejudicially be affected;

21.5 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 project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee/s under this Agreement; The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement; At the time of execution of the conveyance deed of the structure to the association of allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;

21.6 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;

21.7 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

21.8 After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Apartment 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 said Apartment.

22 Covenants as to use of the Apartment:

22.1 The Allottee/s with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows for the said Apartment and also the said project in which the said Apartment is situated.

22.2 To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

22.3 Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

22.4 To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- 22.5** Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- 22.6** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 22.7** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- 22.8** 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 Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- 22.9** The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- 22.10** The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments 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/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment 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.

22.11 Till a conveyance of the structure of the building in which Apartment is situated is executed in favor of Society/Limited Society, the Allottee/s 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 buildings or any part thereof to view and examine the state and condition thereof.

22.12 Till a conveyance of the project land on which the building in which Apartment is situated is executed in favor of Apex Body or Federation, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.

22.13 That the allottee/s shall indemnify and keep indemnifying the promoter towards 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/s.

22.14 That nothing herein contained shall construe as entitling the allottee/s any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/s to the developer in this regards.

23 Name of the Project / Building(s) / Wings: -

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project “**ARIHANT NIWARA SKY**” and building will be denoted by letters or name or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottee/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

24 Entire Agreement and Right to Amend:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes 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. This agreement may only be amended through written consent of the Parties.

25 Separate accounts for sums received:

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity/organization that

may be formed, towards the out goings, legal charges etc. Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilize the same as contemplated and permitted under the said act and rules and regulations made thereunder.

26 Right of the Allottee/s to use Common Areas and Facilities Subject to Payment of Total Maintenance

Charges:

The Allottee/s hereby agrees to purchase the Apartment on the specific understanding that his/her right is to only to the use and unless specifically allotted/ given vides (limited) common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottee/s (or the maintenance agency appointed by it and performance by the allottee/s of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottee/s from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the Allottee/s has expressly agreed to pay for (fully/ proportionately)

27 Measure of the Carpet Area of the Apartment:

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s 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 Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s 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. That in such a case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

28 Convents of this Agreement applicable to the Allottee/s and his/her successors in title and/or interest:

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 Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. That the Allottee/s agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no

consideration is specially dispensed by the Allottee/s to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the Allottee/s for which consideration has been dispensed.

29 Registration of this Agreement:

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

30 Payment of Stamp Duty, Registration Charges / Fees and other ancillary costs of this Agreement:

The Allottee/s herein has paid stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favor of Allottee/s or Association/Society i.e. organization as may be formed in which the Allottee/s will be the member. The Allottee/s shall also pay to the Promoter as and when required for meeting 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 conveyance or assignment of lease.

31 Waiver not a limitation of Enforcement:

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/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoter in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/s.

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.

32 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.

33 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/s, in after the Agreement is duly executed by the Allottee/s 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 Mumbai.

34 Notices:

That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post or by Email address at their respective addresses specified below:

Name of Allottee/s: **Mr.Amol Nivrutti Pawar, Mr.Nivrutti Shankar Pawar and Mrs.Asha Nivrutti Pawar.**

Mobile :-80826 88686.

Email Id :- pawar.amol35@gmail.com

Promoter name

M/s. DREAM ARIHANT INFRASTRUCTURE COMPANY

Mobile No:- 93241 66975

Email Id: -dreamarihantgroup@gmail.com

It shall be the duty of the Allottee/s 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/s, as the case may be.

35. Joint Allottes:

That in case there are Joint Allottees, they shall be considered as joint and severable allottees for the purpose of these clauses in the agreement and all communications shall be sent by the Promoter to the Allottee/s 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 Allottee/s.

36. Governing Law

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

37. Dispute Resolution:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to a sole arbitrator in accordance with the Arbitration & Conciliation Act, 1996. The award so published by the Arbitrator shall be final and binding on both parties. The seat and venue of the arbitration proceedings shall be Mumbai. It shall be the Court in Mumbai which shall have exclusive jurisdiction to try and entertain the lis between the parties.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day and date above written.

FIRST SCHEDULE

ALL THAT Piece and parcel of the plot of land admeasuring **1907.64** square meter known as **SHREE NIWARA CHS LTD** and situated at **C. T. S. no. 458D of Village Kurla-III, V. N Purav Marg, Sion-Chunabhatti, Mumbai-400 022** and bounded as follows:

On or towards the East: Tit-Bit Plot (741.69)

On or towards the West: Prashanti Mangal dham Building No.4

On or towards the North: Mhada Boundary & Building No 6

On or towards the South: 60 Feet DP Road Bhakti Dham Mandir Marg

SECOND SCHEDULE

Apartment no.**604** admeasuring about **107.30** square meter carpet i.e. **1155** square foot, on **06th** floor, in "B" in building having Lifts & staircase being known as **ARIHANT NIWARA SKY**

THIRD SCHEDULE

Nature and extent and description of common areas and facilities

GYMNASIUM & SOCIETY OFFICE

SIGNED AND DELIVERED BY THE)

WITHIN NAMED ALLOTTEES)

(1) **Mr. Amol Nivrutti Pawar**)

(2) **Mr. Nivrutti Shankar Pawar**)

(3) **Mrs. Asha Nivrutti Pawar**)

SIGNED AND DELIVERED BY THE)

WITHIN NAMED PROMOTERS)

DREAM ARIHANT INFRASTRUCTURE COMPANY)

through its partners)

Mr. DHANESH R JAIN)

In the Presence of _____)

1.

2.

Receipt

RECEIVED on or before the day and year first hereinabove written of and from the within named Allottee/s total sum of **Rs.** /- (**Rupees** **only**) in the following Manner: -

Sr. No.	RTGS / Cheque no.	Amount
1		

WE SAY RECEIVED

For M/s Dream Arihant Infrastructure Company

PARTNER**ALLOTEE/S**

1. Mr.Amol Nivrutti Pawar,
2. Mr.Nivrutti Shankar Pawar
3. Mrs.Asha Nivrutti Pawar