

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (hereinafter referred to as this "**Agreement**") is made and entered into at Navi Mumbai on this ____ day of **JUNE TWO THOUSAND AND TWENTY- FOUR**.

BETWEEN

MAHAAVIR SUPERSTRUCTURES PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, bearing **CIN U45400MH2019PTC322235** and **PAN AAMCM5042M**, having its registered office at A-1003 to 1009, 10th Floor, Mahaavir Icon Blds., Plot 89/90, Sector-15, CBD Belapur, Navi Mumbai- 400614, represented through its Director **MR. MOHNISH OMPRAKASH CHHAJER**, DIN 07063998 and **PAN ATLPC8708R**, and/or **MR. OMPRAKASH BHANWARLAL CHHAJER**, DIN 01683816 and **PAN AAOPC2105Q** duly authorized vide board resolution dated **20/09/2021**, hereinafter referred to as the "**PROMOTER**" (which expression shall, unless it be repugnant to the context of meaning thereof, be deemed to mean and include its successors, executors, administrators and/or assigns) of the **First Part**;

AND

MR. ABDHESH KUMAR (PAN **AORPK5849N**), Adult, Individual, Aged **44** Years & **MRS. DIVYA MALLICK w/o ABDHESH KUMAR** (PAN **BFAPM1178P**), Adult, Individual, Aged **35** Years, having address at Flat No. 303, EV Homes Orient Tower, Sector 50, New Plot No. 120, Seawoods Nerul West, Navi Mumbai - 400706, hereinafter referred to as "**Allottee**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their heirs, successors executors, administrators, assigns and nominees) of the **Second Part**.

The "**Promoter**" and "**Allottee**" shall hereinafter for sake of brevity and wherever

the context so requires, individually referred to as "**Party**" and collectively referred to as "**Parties**".

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

- (i) Vide Deed of Conveyance dated **22/07/2019**, the Promoter herein is absolute owner of land tabulated hereunder situated at Village Rohinjan, Taluka Panvel, Dist. Raigad in the state of Maharashtra under the authority of Panvel Municipal Corporation and more particularly described in the **First Schedule** hereunder:

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

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

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

C. Accordingly, Promoter has obtained Commencement Certificate from Panvel

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

- D. Out of the said Entire Project, Promoter is developing Building A consisting of Ground+ 29 floors, consisting of 163 Residential Units, having Built-Up area of 15010.763 sq. mtrs, Building B consisting of Ground + 22 floors, consisting of 161 Residential Units having Built-Up area of 11572.407 sq.mtrs, Building C consisting of Ground + 22 floors, consisting of 161 Residential Units having Built-Up area of 11572.407 sq.mtrs, and 1 Commercial Structure consisting of 12 Commercial units having Built-Up area of 375.20 sq.mtrs. to be known as "**Mahaavir Exotique Phase I**" (hereinafter referred to as the said "**Phase-1**"), more particularly described in "**Second Schedule**" and Building D consisting of Ground + 22 floors, consisting of 161 Residential Units having Built-Up area of 11572.407 sq.mtrs, Building E consisting of Ground + 22 floors, consisting of 161 Residential Units having Built-Up area of 11572.407 sq.mtrs. to be known as "**Mahaavir Exotique Phase II**" (hereinafter referred to as the '**said Project**'), more particularly described in "**Third Schedule**" hereunder, the details whereof, the Allottee has been made aware of. The Promoter has accordingly commenced construction of the said Project in accordance with the said Commencement Certificate. The copy of present Commencement Certificate is annexed hereto and marked "**Annexure D**".
- E. The Promoter have agreed to develop the said Project, in accordance with the plans, designs, specifications approved by the competent authority and which have been seen and approved by the Allottee with only such variations as may be required to utilize the total available FSI and as approved by the competent authority or the Government. If required, the Promoter shall carry out minor modifications as may be deemed fit.
- F. The Promoter has obtained financial assistance/credit facility for construction of the said project from State Bank of India, SME Backbay Reclamation Branch, Mittal Court, B Wing, Ground Floor, Nariman Point, Mumbai 400 021 ("SBI") vide its application dated 08/01/2022 and vide sanction letter dated

29/03/2022 read with addendum letter dated 06/04/2022 issued by SBI and Promoter has in accordance with the terms and conditions of sanction letter executed Deed of Simple Mortgage dated 15/06/2022 registered with the Joint Sub-Registrar Panvel-5 bearing Serial No. 9957 of 2022 on such terms and conditions as mentioned therein.

- G. AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;
- H. AND WHEREAS the Promoters are in possession of the project land have proposed to construct on the project land the construction of Building D of Ground + 22 floors consisting of 161 Residential Units and Building E of Ground + 22 floors consisting of 161 Residential Units along with common external amenities more particularly described in **Sixth Schedule**, to be known as "**Mahaavir Exotique Phase II**", to be constructed on a portion of said Entire Land (hereinafter referred to as the "**Project Land**")
- I. AND WHEREAS the Allottee is offered Flat No **D-1808** (hereinafter referred to as the 'said Flat'), **18th Floor**, in Wing "**D**" of the building named "**Lilac**" (hereinafter referred to as the 'said Building') admeasuring RERA carpet area being **55.927 Sq. Mtrs.** (hereinafter referred to as "**the Unit**") of the said project, by the Promoter
- J. The Promoter has appointed a Structural Engineer **JW Consultants LLP** having address **Sai Radhe, Office No. 201, 2nd Floor, Behind Hotel Sheraton Grand, 100-101, Kennedy Road, Pune, Maharashtra - 411 001 India** & Architect as **O7 Architects & Planners** having address **Off: 7 & 8, Plot: 98/2, Sai Prasad Co-operative Housing Society, Swami Nityanand Rd, Panvel, Navi Mumbai, Maharashtra 410206**, for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Structural Engineer and the Architect till the completion of the building.
- K. AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority bearing registration no **P52000053208**; in the name and style as "**MAHAAVIR EXOTIQUE-PHASE II**". A Copy of RERA registration Certificate is Annexed hereto as "**Annexure C**".

- L. AND WHEREAS by virtue of the Deed of Conveyance the Promoter has sole and exclusive right to sell the Flats in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Flat/s to receive the sale consideration in respect thereof;
- M. AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- N. AND WHEREAS The **Certificate of Title**, certifying the nature of title of the Promoter to the said entire land is issued by "**Adv. Vrishali Nayar**", dated 29/09/2023, based on the Search Report dated 30/09/2021 and 08/07/2022 and dated 29/09/2023 and plans of the Layout as approved by the concerned Local Authority. The copy of the said "Title Certificate" is annexed hereto and marked as "**Annexure D**".
- O. AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as "**Annexure-E**".
- P. AND WHEREAS the authenticated copies of the plans and specifications of the said Unit agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as "**Annexure- F**".
- Q. AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

- R. AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- S. AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- T. AND WHEREAS the Allottee has applied to the Promoter for allotment of an 'Flat No. **D-1808, 18th Floor** in Wing "D" of the building named "**Lilac**", admeasuring RERA carpet area being **55.927 Sq. Mtrs** being constructed in the said Project,
- U. AND WHEREAS the carpet area of the said Unit is 55.927 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 Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- V. AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- W. AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. 2,35,715/- (Rupees Two Lakh Thirty-Five Thousand Seven Hundred and Fifteen Only)**, being part payment of the total consideration of the said Unit agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the total consideration in the manner hereinafter appearing.

X. AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no.

Y. AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit and/or the covered parking.

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

1. The Promoter shall construct Building D of Ground + 22 floors consisting of 161 Residential Units and Building E of Ground + 22 floors consisting of 161 Residential Units along with common external amenities more particularly described in **Sixth Schedule**, to be known as "**Mahaavir Exotique Phase II**", to be constructed on a portion of said Entire Land (hereinafter referred to as 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 Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2. The Promoter has agreed to develop the said Project, in accordance with the plans, designs, specifications approved by the competent authority and which have been seen and approved by the Allottee with only such variations as may be required to utilize the total available FSI and as approved by the competent authority or the Government. If required, the Promoter shall carry out minor modifications as may be deemed fit.

3. It is hereby stated that the present layout is sanctioned as per Unified Development Control and Promotion Regulations notified by the Maharashtra Government on 2nd December 2020 ("UDCPR"). Allottee understands that the Promoter is entitled to complete the Entire Project, as per maximum permissible FSI as per UDCPR, on the said Entire Land plus permissible Ancillary FSI that is or may be available for utilizing and consuming the full development potential of the said Plot which includes the entire basic FSI of the Plot, TDR/Additional FSI, Fungible FSI, premium paid FSI, compensatory FSI, incentive and any other FSI/TDR (that may be acquired in any manner), besides which the Promoter is also entitled to utilize ancillary FSI (as may be available) under the UDCPR or on such other regulations as may be applicable from time to time, either free of cost or on payment of premium etc., or FSI available with or without premium etc. or FSI available with or without premium under UDCPR or any other subsequent circulars, notifications or guidelines issued by CIDCO/Govt. of Maharashtra. The in-situ presently consumable development potential of the Project as on date of execution of this Agreement is detailed in the Commencement Certificate dated 17/09/2021 bearing No. PMC/TP/Rohinjan/19/1,20,24/A/8/B/16030/19/06/2021.
4. In case of any further amendment to the plan due to any addition/alteration to the existing floors due to additional FSI or TDR due and being available or otherwise, the Promoter shall seek prior consent of the Allottee, if such addition/alteration is adversely affecting the Allottee. In case of any further amendment to the plan due to any addition/alteration to the existing floors due to compulsion or direction of competent authority or any other planning authority, no consent shall be required from the Allottee and Allottee with the execution of this Agreement has agreed for any such alteration / modifications required under law.
- 5(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell 'Flat No **D-1808, 18th Floor**, in Wing "**D**" of the building named "**Lilac**" admeasuring RERA carpet area being **55.927 Sq. Mtrs** (hereinafter referred to as "**the Unit**") which is more particularly described in the Fourth Schedule hereunder and as shown in the Floor Plan, **in** the Project, known as "**Mahaavir Exotique Phase II**" (hereinafter referred to as "**Project**) for the consideration of **Rs. 65,79,017/- (Rupees**

Sixty-five Lakh Sevety-Nine Thousand and Seventeen Only) ("**Total Consideration**") Alongwith one stilt car parking space. The internal amenities to be provided in the said Unit are as more particularly stated in the **Fifth Schedule** hereunder.

5(b) The total aggregate consideration amount for the Flat is **Rs. 65,79,017/- (Rupees Sixty-Five Lakh Seventy-Nine Thousand And Seventeen Only)**

5(c) The Allottee agrees and understands that timely payment towards purchase of the said Unit as per payment plan/schedule hereto is the essence of this Agreement. The Allottee has paid on or before execution of this Agreement a sum of **Rs. 2,35,715/- (Rupees Two Lakh Thirty-Five Thousand Seven Hundred and Fifteen Only)** (not exceeding 10% of the total consideration) as initial amount at the time of booking and hereby agrees to pay to that Promoter the balance amount of **Rs. 63,43,302/- (Rupees Sixty-Three Lakh Forty-Three Thousand Three Hundred and Two only)** ("**Balance Consideration**") in the following manner: -

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

- 5(d) The GST shall be borne by the Allottee Further, any payments made by the Allottee to the Promoter shall be first appropriated towards GST, then outstanding interest and balance if any, towards the principal sums of the instalments of the said Total Consideration. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 5(e) The consideration is exclusive of contribution (being common maintenance charges as) and of any statutory levies and taxes as are or will be applicable or payable hereunder in respect of the said Unit.
- 5(f) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter 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 said Unit.
- 5(g) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 5(h) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the 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 Clause 5 (a) of this Agreement.

6.1 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 said Unit to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Unit.

6.2 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 said Unit to the Allottee and the common areas to the Society/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 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 provided in the payment schedule herein above.

7. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land area is 64953 square meters only and Promoter may plan to utilize 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. The Promoter has disclosed the Floor Space Index proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said

Unit based on the proposed construction and sale of flats 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.

8.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the said Unit 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.

8.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 8.1 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 of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen 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 total consideration of the said Unit which may till then have been paid by the

Allottee to the Promoter.

9. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the said Unit as are set out in schedule herein below. Further, the Promoter may charge the Allottee separately for any upgradation/ changes specifically requested or approved by the Allottee in fittings, fixtures and specifications and any other facility which have been done on the Allottee's request or approval, but which have not been agreed upon herein or as shown in the website of the registered authority.
10. The Promoter shall give possession of the said Unit to the Allottee on or before **31st 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 8.1 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 Unit on the aforesaid date, if the completion of building in which the said Unit 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) 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.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the

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

- 11.1 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Unit, to the Allottee in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Promoter shall give possession of the said Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. 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.
- 11.2** The Allottee shall take possession of the said Unit within 15 days of the written notice from the promotor to the Allottee intimating that the said Unit is ready for use and occupancy:
- 11.3 Failure of Allottee to take Possession of Unit:** Upon receiving a written intimation from the Promoter as per the clause above, the Allottee shall take possession of the said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause above, such Allottee shall continue to be liable to pay maintenance

charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Unit and the Promoter shall not be liable for the maintenance, wear and tear of the said Unit.

11.4 If within a period of five years from the date of handing over the said Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Unit or the said building in which the said Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee shall not carry out any alterations of the whatsoever nature in the said Unit of the said Building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular. It is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of 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 Unit by the occupants, vagaries of nature etc.

12. The Allottee shall use the said Unit or any part thereof or permit the same to be used only for purpose of residence/office. He/she/they shall use the garage or parking space only for purpose of keeping or parking vehicle.

13.1 Allottee is aware and have been made understood that the said Entire Land will be developed in multiple phases and currently the layout sanctioned for the said Entire Land comprise of 6(six) building(s)/Tower(s). Considering the Promoter herein is carrying on the construction/development on the said Entire Land as aforesaid and further to carry out the maintenance of the Project and common facilities more conveniently, there shall be an Association of Allottees as a Co-operative Society or Company (hereinafter referred to as "**Association**") which

may be formed by prevailing local laws as may be applicable to the said Project, which the Promoter shall decide as suitable for the Unit holders in the said Project which is under construction on the said Entire Land.

13.2 The Allottee along with other allottee(s) of Units 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 byelaws 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, so as to enable the Promoter to register the 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 Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

13.3 Promoter may form register separate Association for each building/tower/wing and has proposed to convey rights of each building/tower/wing to the respective Society within the provision of Maharashtra Co-Operative Society Act, 1960. Allottee undertake to become member of the respective Society and agree to sign all application/ documents required for formation of such Society. Society shall be formed within the time frame as required under RERA 2016. Allottee agrees to pay a sum of **Rs. 30,000/- (Rupees Thirty Thousand Only)** per Unit as contribution of the Society Formation Charges and **Rs. 25,000/- (Rupees Twenty-Five Thousand Only)** per Units, as Corpus Fund Contribution.

13.4 The Promoter shall, within three months 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 Flat is situated.

13.5 On Completion of development of the said entire land the Promoter shall, within

three months 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 Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

13.6 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Unit 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 said Unit) 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, security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company 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 towards the outgoings. The amounts so paid by the Allottee 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 favour 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.

14. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: -

- (i) For share money, application entrance fee of the Society or Limited Company/ Federation/ Apex body.
- (ii) For formation and registration of the Society or Limited Company/ Federation/ Apex body.
- (iii) For proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

- (iv) For deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) For deposits of electrical receiving and Sub Station provided in Layout

15. 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 conveyance or assignment of lease.

16. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation 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 Apex Body or Federation.

17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. 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;
- ii. 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;

- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants. The Promoter has disclosed the same to the Allottee and the Allottee is aware that professional liability has been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the Allottee and based on these said details of the drawings any of the calculations and areas shown, the Allottee has agreed to take the said Unit.
- vi. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land 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;
- vii. 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;
- viii. 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 Unit which will, in any manner, affect the rights of Allottee under

this Agreement;

- ix. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
 - x. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - xi. 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;
 - xii. 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.
18. The Allottee/s or himself/themselves with intention to bring all persons into whatsoever hands the said Unit may come, hereby covenants with the Promoter as follows :-
- i. To maintain the said Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Unit is taken and shall not do or suffer to be done anything in or to the building in which the said Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Unit is situated and the said Unit itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Unit is situated, including entrances of the building in which the said Unit is situated and in case any damage is caused to the building in which the said Unit is situated or the said Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the said Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Unit is situated and shall keep the portion, sewers, drains and pipes in the said Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members

- in the said Unit without the prior written permission of the Promoter and/or the Society or the Limited Company. Notwithstanding contained in the present indenture; any such work carried out by the Allottee without the written consent/permission of the Promoter shall be deemed as cancellation of construction warranty.
- v. 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 said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
 - vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which the said Unit is situated. "
 - vii. 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 said Unit is situated.
 - viii. 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 said Unit by the Allottee for any purposes other than for purpose for which it is sold.
 - ix. 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 said Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
 - x. The Allottee 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 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 Society/Limited Company/Apex Body/Federation 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.
- xi. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, 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 buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii. Till a conveyance of the said entire land on which the building in which Unit is situated is executed in favour of Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.
- xiv. That the Allottee shall indemnify and keep indemnifying the Promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, no observance or non- performance of such obligations given specifically herein to the Allottee.

- xv. That nothing herein contained shall construe as entitling the Allottee 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 to the Promoter in this regard.
 - xvi. That the parking spaces (if any) sold to the Allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle. That this has been clearly made aware to the Allottee and the same has been agreed by the Allottee to follow.
 - xvii. To Indemnify the Promoter with respect to Right of Way Land and not to obstruct or create hindrance to the Right of Way Land in any manner whatsoever for the use and benefit of Survey No. 25/1.
19. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Unit 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 Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a

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

22. INVESTOR CLAUSE

The Allottee has purchased the said Unit as an Investor. The Allottee intends to sell the said unit within a period of one year from the date of this Agreement. In the event the said Unit is sold within one year then the Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 1958. Without prejudice to the Allottee right as an Investor, the Allottee may continue to hold the said Unit like any other Allottee if he does not sell it within one year.

23. 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.

24. 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 Unit, as the case may be.

25. RIGHT TO AMEND

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

26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

26.2 The Promoter is 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 said entire land and/or on the building and a permanently readable name shall be marked on the building.

26.3 That the Allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by a government

agency including any compensation/ benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee to the Promoter for the same; save and except his right to enjoy and use the Unit purchased by him and any other rights given by the Promoter to the Allottee for which consideration has been dispensed.

27. 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.

28. 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 said Unit to the total carpet area of all the Units in the said Project.

29. WAIVER NOT A LIMITATION TO ENFORCE

29.1 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.

29.2 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.

30. MEASUREMENT OF THE RERA CARPET AREA OF THE SAID UNIT

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

31. 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.

32. 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, in after the 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. Hence this Agreement shall be deemed to have been executed at.

The Allottee and/or Promoter shall present this Agreement as well as the conveyance 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.

33. NOTICE OF DEMAND

33.1 Upon an installment becoming due, the Promoter shall issue a notice of demand cum Invoice giving at least 15 days' time from date of notice to Allottee for making the payment of installment. The said notice of demand shall be accompanied by certificate from the architect certifying the satisfactory completion of the stage of work for which the payment is due.

33.2 That all notices 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 or the Promoter by Registered Post A.D/ Speed Post/ Courier and notified Email ID/Under Certificate of Posting at their respective addresses specified below. Such delivery of mail or dispatch of post shall be treated as sufficient compliance from the Promoter. Thereafter, the Allottee shall be barred from claiming the non-receipt of the notice of demand.

Name & Address (Allottee)	Name & Address (Promoter)
MR. ABDHESH KUMAR MRS. DIVYA MALLICK Residing At : Flat No. 303, EV Homes Orient Tower, Sector 50, New Plot No. 120, Seawoods Nerul West, Navi Mumbai - 400706 Email: abdesh.kumar@sbi.co.in	MAHAAVIR SUPERSTRUCTURES PRIVATE LIMITED, Office address: A-1003 to 1009, 10th Floor, Mahaavir Icon Bldg., Plot 89/90, Sector-15, CBD Belapur, Navi Mumbai-400614 Email: sales@mahaavir.in

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.

34. 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.

35. STAMP DUTY AND REGISTRATION

The charges towards Stamp Duty and Registration of this Agreement shall be borne by the allottee.

36. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably within fifteen (15) days from the date of dispute raised, the Party raising the dispute shall give written notice of it to the other Party then the matter shall be submitted by either party to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

37. GOVERNING LAW

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

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

(Entire Land Schedule)

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

Survey No. 19 - Hissa No. 1	
On towards East:	Survey no. 25, Hissa No. 1 and Survey No. 26
On towards West:	Survey no. 20, Hissa No. 0 and Rohinjan to Pesarve Road No. 22
On towards South:	Rohinjan to Pesarve Road No. 22
On towards North:	Survey No. 24 (Part)
Survey No. 20 Hissa No. 0	
On towards East:	Survey No. 19, Hissa No. 1
On towards West:	Survey No. 24A, Hissa No. 8/A
On towards South:	Survey No. 20, Hissa No. 0
On towards North:	Rohinjan to Turbhe Village Road
Survey No. 24A Hissa No. 8B	
On towards East:	Survey No. 24A, Hissa No. 4
On towards West:	Survey No. 24A, Hissa No. 8/A
On towards South:	Survey No. 20, Hissa No. 0
On towards North:	Rohinjan to Turbhe Village Road

SECOND SCHEDULE

(Mahaavir Exotique Phase I)

Building A consisting of Ground+ 29 floors, consisting of 163 Residential Units, having Built-Up area of 15010.763 sq.mts, Building B consisting of Ground + 22 floors, consisting of 161 Residential Units having Built-Up area of 11572.407 sq. mtrs, Building C consisting of Ground + 22 floors, consisting of 161 Residential

Units having Built-Up area of 11572.407 sq.mtrs, and 1 Commercial Structure consisting of 12 Commercial units having Built-Up area of 375.20 sq.mtrs.

THIRD SCHEDULE

(Project Land)

Building D consisting of Ground + 22 floors, consisting of 161 Residential Units having Built-Up area of 11572.407 sq. mtrs and Building E consisting of Ground + 22 floors, consisting of 161 Residential Units having Built-Up area of 11572.407 sq. mtrs. under the name and style of 'Mahaavir Exotique Phase II'.

FOURTH SCHEDULE

(Unit Schedule)

Flat No D-1808, 18th Floor in the Wing "D" of the building named "Lilac", admeasuring RERA carpet area 55.927 Sq. Mtrs. (Equivalent to 602 sq. ft.) with one stilt car parking space.

FIFTH SCHEDULE

(List of internal Amenities)

Amenities of Unit:

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

SIXTH SCHEDULE

(List of External Amenities)

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

SIGNED AND DELIVERED BY WITHIN NAMED "PROMOTER"	SIGNATURE	PHOTOGRAPH	LEFT HAND THUMB IMPRESSION
MAHA VIR SUPERSTRUCTURES PRIVATE LIMITED PAN - AAMCM5042M Through its Director MR. MOHNISH OMPRAKASH CHHAJER			

SIGNED AND DELIVERED BY WITHIN NAMED "ALLOTTEE" Name of Allottee PAN of Allottee	SIGNATURE	PHOTOGRAPH	LEFT HAND THUMB IMPRESSION
MR. ABDHESH KUMAR PAN AORPK5849N			
MRS. DIVYA MALLICK PAN BFAPM1178P			
WITNESS			

1)			
2)			

RECEIPT

RECEIVED of and from the Allottees/s as within named, the sum of **Rs. 2,35,715/- (Rupees Two Lakh Thirty-Five Thousand Seven Hundred and Fifteen Only)** being the earnest money payable by him/her to us as within mentioned.

Receipt No.	Cheque/ Instrument Date	Cheque/ Instrument No.	Bank - Branch	Amount
103	20/05/2024	UPI	_____	Rs. 16,667/-
104	27/05/2024	895610	State Bank of India	Rs. 2,19,048/-
Total				Rs. 2,35,715/-

WE SAY RECEIVED

MAHAAVIR SUPERSTRUCTURES PRIVATE LIMITED

DIRECTOR