AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at _____ on this ____ day of _____, 2021;

BETWEEN

Mr. Lakshman Daulat Mali Pan No. AFFPM1493R, having office at: 4566, Maliwada, Patil Gadhi, Chopda, Jalgaon hereinafter referred to as **"the PROMOTER/DEVELOPER"** (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include his heirs, executors, administrators and assigns) **OF THE FIRST PART;**

AND

1) MR._____, Age: ____ years, Pan No.:_____, and **2) MR._____**, Age: ____ years, Pan No.:_____, all residing at _____, hereinafter referred to as the **"ALLOTTEE/PURCHASER/s"**, (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include her/his/their heirs, executors, administrators and assigns) **OF THE SECOND PART;**

WHEREAS:

(a) At relevant, Mr. Laxman Daulat Mali is the owner of land bearing Plot no. 42(pt), NA Gat no. 1097+1098+1099+1100, admeasuring 304.42 Sq. Mtrs situated at Village: Chopda, Tal.:Chopda and Dist.:Jalgaon (hereinafter referred to as "the said Plot".

(b) The Promoter is absolutely seized and possessed of and well and sufficiently entitled to develop the said Plot;

(c) The Promoter has obtained the final layout plan approvals for the Project from Associate Planner (BP), the Town Planning Dept. of Competent Authority of The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 of the Act and other laws as applicable.

(d) The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Plot on which Project is to be constructed.

(e) The promoter is entitled and enjoined upon to construct the residential cum mercantile/commercial building/s on the said Plot in accordance with the recitals hereinabove. As per the plans sanctioned and the development permission granted by the Corporation vide Commencement Certificate bearing No. CBJJM/B/2018/APL/00240 dated 14/12/2018 including such additions, modifications, revisions, alterations therein, if any, from time to

time as may be approved by the Planning Authorities. Copy of the commencement certificate is annexed herewith as **"Annexure-A"**.

(f) The Promoter has proposed to construct on the said Plot a building project known as "Laxman Avenue" having 1 (ONE) Building for residential cum mercantile/commercial use, on OWNERSHIP BASIS to the prospective buyers.

(g) The Allottee/s has/have applied an Apartment bearing number _____ on the _____ floor, (hereinafter referred to as "the said Apartment") of the Building project called "Laxman Avenue" (hereinafter referred to as the said "BUILDING") being constructed of the said project, by the promoter.

(h) The Promoter has entered into a standard Agreement with an Architect Ajay Bhai Shantaram Bhamre registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

(i) The Promoter has appointed **Santosh Baviskar**, as a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.

(j) The promoter has the sole and exclusive right to sell the Apartments and Other units of their part as per proposed building to be constructed by the Promoter on the said Plot and to enter into Agreement with the Allottee/s of the said Apartments, and Other Units therein and to receive the sale price in respect thereof.

(k) On-demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Plot and the plans, designs and specifications prepared by the Promoter's Architects 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.

(l) The authenticated copy of Certificate of Title dated 10/05/2021 issued by the Advocate Ashok V. Jain to the Promoter, showing the nature of the title of the Promoter to the said Plot on which the Apartment are to be constructed have been annexed hereto and marked as **"Annexure-B"**.

(m) The authenticated copies of the plans of the Layout 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-C"**.

(n) 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 marked as **"Annexure-D"**.

(o) 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.

(p) 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 said Plot 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.

(q) The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

(r) The carpet area of the said Apartment is _____ Sq. Meters. and "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, the area under service shafts, exclusive balcony appurtenant to the said Apartment 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 partition walls of the Apartment.

(s) 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 hereafter.

(t) Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of Rs._____ (Rupees _____ Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as an advance payment or application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

(u) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority. The Project Registration Number is _____; the authenticated copy of the Registration Certificate is annexed herewith as **"Annexure-E"**.

(v) Under Section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being, in fact, these presents and also to register said Agreement under the Registration Act, 1908.

(w) 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/s hereby agree(s) to purchase the said Apartment.

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

1) PROMOTER RIGHT OF DEVELOPMENT AND ACCEPTANCE THEREOF BY ALLOTTEE/S:-

1.1) The Promoter shall construct the said "Laxman Avenue", consisting of Stilt Ground 1 plus 3 upper floor on the said Plot in accordance with the plans, designs and specifications as approved by the concerned local authority. The promoter during the course of carrying out the construction of the said building, shall submit further revised and amended plans for approval to the Competent Authority and thereunder contemplate construction of additional upper floors and/or such other alteration in the structure of said proposed new building and shall utilize under such further revised and amended plans, all further available and balance development potentiality of the said Plot to its fullest extent. The Promoter is hereby permitted under these present by the Allottee for carrying out amendment and revision to the layout of the plans as and when required and this shall be considered as informed consent by the Allottee to the Promoter, as contemplated under RERA Act and Rules made thereunder. Thus the Allottees are fully aware of the promoters' right of making amendment and revision to the layout plan and of making additions and alterations in the structure of the building.

1.2) The Promoter even though shall have right to make amendment and revision in the layout plan and/or addition and alterations in the structure of the building as stated in clause 1.1 above, Promoter while exercising the said right shall not cause any alteration and/or reduction in the agreed area of the said apartment of the allottee/s except that on account of working tolerance limits of the proposed constructions of the buildings, the total area of the said Unit agreed to be sold to the Allottee may be reduced up to a maximum of three percent of the RERA carpet area and in that event the Allottee/s will be deemed to have given consent for such reduction in area without any claim for compensation for such reduction. Similarly there is possibility of increase in the area of the Apartment on account of working tolerance limits of the proposed constructions of the buildings after the completion of the construction of the Unit and in that event also Allottee will be deemed to have given consent for such increase in area and no extra consideration for a variation upto three percent is payable for the same. If there is any reduction in the carpet area of more than three percent 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 an increase of more than three percent in the

carpet area allotted to Allottee/s, then Promoter shall demand an additional amount from the Allottee/s for total increased area and the Allottee shall pay the same within seven days from the date the payment is demanded by the Promoter. All these monetary adjustments shall be made at the same rate per square mtrs as agreed and mentioned in Clause (2.1) of this Agreement. Allottee/s shall not be entitled to the possession of said apartment unless charges as aforesaid are paid by the Allottee/s to the Promoter.

2. ALLOTMENT OF APARTMENT AND PAYMENT OF CONSIDERATION:-

2.1) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment bearing No._____ on _____ floor, admeasuring _____ sq. meters. carpet area along with Enclosed Balcony admeasuring _____ Sq. Mtrs as per the approved plans of the said building project known as "Laxman Avenue" (hereinafter referred to as the **"said Apartment"**) more particularly described in SCHEDULE II as shown in the floor plan, hereto annexed and marked ANNEXURE 'D' for the consideration of Rs._____/- (Rupees _____only) including Rs.0/- (Rupees NIL only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the Common/limited common areas and facilities which are more particularly described in the SCHEDULE III annexed herewith.

2.2) The purchase price of the Apartment as mentioned above, is determined on the basis of above referred carpet area of the apartment which Allottee/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, exclusive verandah, if any, are neither included in the carpet area nor are considered for determining the purchase price.

2.3) The Allottee/s has/have paid on or before execution of this agreement a sum of Rs._____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as application fee and hereby agree/s to pay to the Promoter the balance amount of purchase consideration of Rs._____/- (Rupees _____ Only) in the following manner :-

PAYMENT SCHEDULE

TOTAL AMOUNT	Rs.
AMOUNT RECEIVED	Rs.
BALANCE AMOUNT	Rs.

Sr. No.	Particulars	Percent
1.	Earnest Money	10%
2.	After the Execution of Agreement	20%

3.	On Completion of the plinth	15%
4.	On Completion of 1st Slab	07%
5.	On Completion of 2nd Slab	06%
6.	On Completion of 3rd Slab	06%
7.	On Completion of 4th Slab	06%
8.	On Completion of Brickwork, Door & Window Frames	05%
9.	On Completion of Internal Plaster & External Plaster	05%
10.	On Completion of Plumbing, Electrical fittings .	05%
11.	On Completion of Flooring/Tile Work.	05%
12.	On Completion of Painting Work	05%
13.	On Possession	05%
	Total	100%

2.4) The total price/consideration as mentioned in clause (2.3) above is excluding all taxes/levies such as value added taxes (VAT), Services Taxes, GST, Swatch Bharat Cess Tax and/or such other taxes which may be levied any time, hereinafter in connection with construction/development of said project upon Said Plot payable by the Promoter, irrespective as to who is made liable under concerned Statute/Rules to pay such taxes, all such taxes in proportion to the area of said apartment, shall be payable by the Allottee/s in addition to the said total price/consideration on or before taking over the possession of the said apartment. In fact, unless all such payments such as total consideration, all such proportionate taxes as well as other charges payable under this agreement are paid by the Allottee/s, he/she/they shall not be entitled to the possession of said apartment.

2.5) The Total Price/consideration 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/s 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/s, which shall only be applicable on subsequent payments. Unless said demanded increase in development charges, costs or levies are paid by the Allottee/s to the promoter, he/she/they/it shall not be entitled to the possession of the said apartment.

2.6) The Promoter has allowed a rebate in the purchase consideration and for early payments of the installments payable by the Allottee/s by discounting such early payments by which the respective installment has been preponed and/or

mutually worked out between the Promoters and the Allottee/s and accordingly the payments under 2.3 have been worked out by the Parties hereto. The Promoters have also arrived at the price taking into account the request of the Allottees for concessions and for passing on the benefit that the Promoters may receive towards input credit on the G.S.T. payments made and/or to be made by the Allottees and the Allottees having availed of the said concessions has agreed and undertaken not to claim any further benefit rebate or refund of any moneys as may be paid towards G.S.T.

2.7) In case of any financing arrangement entered by the Allottee with any financial institution with respect to the purchase of the Flat the Allottee undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Developer through an NEFT/RTGS/account payee cheque/demand draft drawn in favour of the Promoter's bank details as mentioned in the clause 2.12 herein or any other account that may be mentioned by the Promoters subsequently. The Allottee agrees that in the event the Allottee avails any loan/or loan facilitation services ("Services") from any external third party, the Allottee shall do so at his/her own cost and expense whatsoever and shall not hold the Developer liable/responsible for any loss / defective service / claims / demands that the Allottee/s may have incurred due to the Services so availed.

2.8) If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/ is/are not honored for any reason whatsoever, then the same shall be treated as default under these presents and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

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

2.10) The Allottee/s agree/s and undertake/s to pay the purchase consideration as mentioned in clause 2.1 and 2.3 above as per the respective installment and as

& when it shall mature for payment. The payment of concerned installment is linked with the stage wise completion of the said building. Upon completion of each stage, the Promoter shall issue demand letter to the Allottee/s by RPAD/courier/hand delivery at the address of the Allottee/s mentioned in this agreement as well as by email on Allottee/s's email address, if provided by the Allottee/s. Upon receipt of said demand letter by RPAD/courier/email/hand delivery, whichever is earlier, within 7 (seven) days Allottee/s shall make the payment of respective installment. In case of failure on the part of Allottee/s in adhering to the time schedule of 7 (seven) days, Promoter shall become entitle to take all such legal steps for breach of contract as contemplated under the provisions of Contract Act and RERA. In case of Allottee/s commit/s any delay in making the said payment then Allottee/s shall become liable to pay interest as specified in MahaRERA Rules on all delayed payments. In addition to such rights and without prejudice to such rights, the consequences as contemplated in clause 7 below shall also become applicable and effective.

2.11) As per the payment schedule given under clause 2.3 hereinabove, the project has already been completed to the extent of ____%. Accordingly, ____% of purchase price has become due and payable. The Allottee/s therefore has/have paid/agreed to pay the said entire due amount within 7 days from the date of execution and registration of this agreement. Upon failure of Allottee/s in making payment of said due amount the consequences as stipulated in clause 2.8 above and/or clause 7 below shall become applicable and effective.

2.12) All payment shall be made by Allottee by drawing cheque/ DD/ RTGS/ NEFT in the name of "_____A/c No "_____" in _____ Bank, _____ branch payable at Navi Mumbai or other account as Promoter may intimate subsequently to the Allottee. Allottee shall separately pay transfer charges, if any, and other statutory dues which may be levied from time to time.

2.13) Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of such deduction is made.

2.14) Provided that the TDS payment to the competent authority shall not construed to be a receipt of consideration unless bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottee.

3) RESERVATION FOR CAR PARKING :

3.1 Allottee has requested for reservation of ____ covered/mechanical car parking (the "car parking") to be used to park its vehicle. Accordingly, Promoter hereby reserves ____ car parking for exclusive use of Allottee. The car parking is

subject to final building plan approved by the corporation at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan.

3.2 Allottee undertakes and assures not to raise objection in case of change in the present location of said car parking space as per Occupancy Certificate.

3.3 Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor i.e. other than the Unit Allottee of said Unit.

3.4 Allottee shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.

3.5 The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.

3.6 The Society or Limited Company/Federation/ Apex body shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter.

OR

Allottee has informed the promoter that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said Unit. Allottee undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottees.

4) ADHERANCE TO SANCTION PLAN:-

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which have been imposed by the said corporation at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the said corporation occupation and/or completion certificates in respect of the Apartment.

5) TIME IS ESSENCE FOR BOTH PROMOTER AND ALLOTTEE/S:-

Time is of 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 after receiving the occupancy certificate subject to what is stated in clause 9.1 below. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her/them and shall meet and comply with the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

6) DISCLOSURE OF FLOOR SPACE INDEX AND ACCEPTANCE BY ALLOTTEE/S:-

The Promoter hereby declares that the total Built-up area available as on date in respect of the said Plot is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of ____ as proposed to be utilized by him on the said Plot in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartment 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.

The Allottee/s have been explained and made aware of the available FSI on the said Plot and also the additional FSI and Transferable Development Right (hereinafter referred to as "TDR") which may be availed thereon. Until conveyance of the said Plot in favour of Apex Body/ Federation Body and conveyance of the said Building in favour of the Organization, if the FSI/Floor Area Ratio in respect of the said Plot is increased and/or additional construction is possible on the said Plot on account of FSI and/or TDR originating from the said Plot, on account of portions thereof under D. P. Road/setback and/or TDR/ FSI of other properties being available for being used on the said Plot (and/or on the amalgamated property, as the case may be) the Promoter shall be entitled to utilize such additional FSI, including by amending the present layout of the said Plot subject to the necessary permission/sanction being granted by the concerned authorities.

7) CONSEQUENCES UPON FAILURE IN ADHERING TO TIME SCHEDULE:-

7.1) If the Promoters fail to abide by the time schedule for completing the project and handing over the said premises to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not intend to withdraw from the project, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Promoter shall send the Demand Notice to the Purchaser/s at the address given by the Purchaser/s in this Agreement whenever such installments have become due and payable and the Purchaser/s shall be bound to pay the amount of the installments within 7 (seven) days from receipt of such Demand Notice sent by RPAD/Courier/Speed Post/Hand Delivery/Email, whichever is earlier. In the

event of the Purchaser/s making any delay or defaults in making payment of any of the aforesaid installments on due dates the Promoters shall be entitled to recover from the Purchaser/s and the Purchaser/s agree/s to pay to the Promoters/Developers, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, for every and all the delayed payments which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter.

7.2) Without prejudice to the right of the Promoter to charge interest in terms of sub clause (7.1) above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall at its own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of 15 days in writing to the Allottee/s by registered Post A.D. at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s of his/her/their 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.

Provided further that, upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of liquidated damages as mentioned below) within a period of 30 days of the termination, the instalments of sale consideration of the Apartment which may till then, have been paid by the Allottee/s. It is agreed and understood that after offering the refund as stated above to the Allottee/s, it shall be construed as due compliance by the Promoter of the termination clause and accordingly thereafter Promoter shall be at liberty and shall have all legal right to allot and/or sell/transfer the said apartment to any third party Allottee/s upon such terms and conditions as may be deem fit by the Promoter. The Allottee/s shall not be entitled to raise any dispute or objection for such third party allotment of the said apartment by the Promoter. The Promoter shall within 30 days of termination refund to the Purchaser the amount paid by the Purchaser subject to the following deductions:

i) 10% of the Purchase Price (which is to stand forfeited to the Promoter upon the termination of this Agreement);

ii) The taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Apartment upto the date of termination of this Agreement;

iii) Processing fee and brokerage paid if any etc. in respect of the said Apartment;

iv) The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

v) Pre-EMI interest, if any, paid by the Promoter on behalf of the Allottee/s under a particular scheme;

vi) In the event of the resale price of the said Apartment to a prospective purchaser is less than the Purchase Price mentioned herein, the amount of such difference; and

vii) The costs incurred by the Promoter in finding a new buyer for the said Apartment. The Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon the termination, the Allottee/s hereby agree to forgo all their right, title and interest to immediate ejectment as trespassers. The decision of the Promoter in this respect shall be final and binding upon the Purchaser, which the Allottee/s agrees and undertakes not to dispute in any manner whatsoever.

7.3) It is agreed and understood that after deducting the total amount of liquidated damages, the balance amount if any shall be refunded to the Allottee/s in the manner stated in clause (7.2) above and that too simultaneously upon Allottee/s executing and registering the deed of cancellation of this agreement, which deed Allottee/s shall be liable to execute and register within 15 days from the date of receipt of termination notice by him/her/them as stated in clause (7.2) above, failing which the Promoter shall be entitled to proceed to execute/register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/registration shall not prejudice the cancellation and/or the Promoter's right to forfeit and refund the balance to the Allottee/s and the Promoter's right to sell/transfer the Apartment including but not limited to car park(s) to any third party. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Apartment and/or Car park(s) and/or the Project and/or the Project Property and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. The Allottee/s acknowledges and

confirms that the provisions of this clause shall survive termination of this Agreement.

7.4) In the event, the Allottee/s intends to terminate this Agreement, then the Allottee/s shall give a prior written notice ("Notice") of 60 (sixty) working days to the Promoter expressing his/her/its intention to terminate this Agreement. The Allottee/s shall also return all documents (in original) with regards to this transaction to the Promoter along with the Notice. Upon receipt of such Notice for termination of this Agreement by the Promoter, the procedure and consequences upon termination as contemplated in clause (7.2) and (7.3) above shall become automatically applicable and the refund of purchase price to the Allottee/s shall be made in accordance with what has been stated in the said clauses.

8) AMENITIES AND FIXTURE:-

8.1) The Promoter shall provide to the said apartment the amenities, fixtures and fittings and to said building such specifications and/or facilities, which are more particularly set out in SCHEDULE III annexed hereto.

9) POSSESSION DATE:-

9.1) The Promoter shall give possession of the apartment to the Allottee/s on or before _____ exclusive of grace period six months as per provisions u/s 8 of MOFA, 1963. If the Promoter fails or neglects to give possession of the apartment to the Allottee/s 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/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause (7.1) herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, subject to Allottee/s simultaneously executing registered cancellation agreement, inter-alia, cancelling this agreement.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if the completion of building in which the apartment is to be situated is delayed on account of –

a) Non-availability of steel, cement, other Building material or labour at market competitive prices; and/or

b) Non-availability / shortage of water or electric supply; and/or

c) War, civil commotion, strikes of workmen or laborers or other persons, transport strike, terrorist attack or an act of God, irresistible force or reasons beyond the control of or unforeseen by the Promoter; and/or

d) Any legislation, notice, order, rule, circular, notification of the Government and/or other public or other competent authority or court or injunction or stay or prohibitory orders or directions passed by any court, tribunal, body or authority; and/or

e) Delay in issuing any permission, approval, NOC, sanction and/or Building occupation certificate and/or completion certificate by the concerned authorities; and/or

f) Delay in securing necessary permissions or completion/occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Promoter; and/or

g) Force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the said Apartment; and/or

h) Other force majeure and vis major circumstances or conditions including but not limited to the inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lockouts, action of labour unions or other causes beyond the control of or unforeseen by the Promoter or their agents; and/or

i) Any other forces or reasons beyond the control of the Promoter. For the purpose of this Agreement this expression “force majeure” shall include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoter.

j) Lockdown caused due to Covid-19 or any other epidemic/pandemic or imposed by any Competent Authority including but not limited to Local Body, State Government, Central Government, Constitutional Authority and/or by any Judicial/Quasi-Judicial Body/Authority.

10) PROCEDURE FOR TAKING POSSESSION:-

10.1) The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 days from the date

of issuance of such notice and the Promoter shall give possession of the Apartment to the Allottee/s subject to the Allottee/s making payment to Promoter of entire consideration as well as other amounts payable under this agreement including the interest for delayed payment if any accrued thereupon. The Allottee/s also agree/s and undertake/s to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be at the time of and/or before taking the possession. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate in respect of the said building in which said apartment is situate.

10.2) The Allottee/s shall take possession of the Apartment within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said Apartment is ready for use and occupation. Even if the Allottee/s does/do not take possession of the apartment, still he/she/they shall become liable for the payment of maintenance charges as mentioned in clause 12.1 (c) below, so also for all other taxes, levies, cess and charges as may be imposed or become payable in respect of the said apartment.

10.3) FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF APARTMENT:-Upon receiving a written intimation from the Promoter as per clause (10.1), the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation. In case the Allottee/s fails to take possession within the time provided in clause (10.1)such Allottee/s shall continue to be liable to pay maintenance charges as applicable as stated above.

10.4) If within a period of 5 (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 Apartments 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 its own cost and in case it is not possible to rectify such defects, then the Allottee/s 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/s shall not carry out any alterations of whatsoever nature in the said Apartment of wing and in specific the structure of the said Apartment of the said building which shall include but not limited to columns, beams, etc. or in 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 water, if any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become Nil. 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. 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 limited to the joints in the tiles in his Apartment are regularly filled with white cement/epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/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. 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 sustainable and in proper working condition to continue warranty in both the Apartment and the common project amenities wherever applicable. That the Allottee/s has/have been made aware and that the Allottee/s expressly agrees that the regular wear and tear of unit/building/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 20^0 c and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. 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 then submit a report to state the defects in materials used, in the structure built of the Apartment/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

10.5) The Allottee/s is/are aware that the Promoter is not in the business of or providing services proposed to be provided by the service Providers/Facility Management Company or through the Service Providers/ FMC. The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The parties here to agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise of these services provided by the respective Service Providers/FMC.

11) USER OF APARTMENT:-

11.1) The Allottee/s shall use the apartment or any part thereof or permit the same to be used only for purpose of residence/commercial and as may be

permissible as per the said revised sanctioned plan. Allottee/s shall use parking space, if any only for purpose of keeping or parking his/her/their owned vehicle.

12) PAYMENT OF ADDITIONAL AMOUNT BY ALLOTTEE/S:-

12.1 The Sale consideration of the Said Apartment shall be appropriated by the Party (Promoter/Confirming Party) to whom the Said Flat is allotted, however the amount for the below mentioned headers shall only be appropriated by the Promoter of the Project. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:

i) Share money, application entrance fee of the Society or Limited Company.

ii) Formation and registration of the Society or Limited Company.

iii) Proportionate share of taxes and other charges/levies in respect of the Society or Limited Company.

iv) Deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.

v) Deposit towards Water, Electric, and other utility and services connection charges.

(All the above amounts to be decided at the time of possession on actual amount incurred)

The Allottee/s hereby agree/s that he/she/they shall not be entitled to question either the quantum of such amount nor claim any interest thereon.

13) ACCEPTANCE BY ALLOTTEE/S ABOUT PROMOTER'S LIABILITY:-

SAVE AND EXCEPT as provided under RERA, the Promoter shall not be liable to give any account to Allottee/s for and of above stated amounts. It is also agreed and accepted that unless aforesaid amounts as mentioned in clause 12 above are fully paid by Allottee/s, he/she/they shall not be entitled to demand the possession of said Apartment.

14) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

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

a. The Promoter has clear and marketable title with respect to the Said Plot; subject to what has been stated hereinabove and/or in the title certificate and/or disclosed on the website of the authority under RERA, Promoter has requisite rights to carry out development upon the Said Plot and also have actual, legal and physical possession of the said real estate project in terms of what has been stated in the said development agreement.

b. The Promoter has lawful rights and requisite approvals from the

competent Authorities to carry out development of the Project and shall obtain requisite as and when required under law further approvals from time to time to complete the development of the project;

c. There are no encumbrances upon the Said Plot or the Project except those disclosed in the title report and/or disclosed on the website of the regulatory authority under RERA.

d. There are no litigations, save and except litigations, if any, as mentioned in Title Certificate annexed hereto at Annexure B, pending before any Court of law with respect to the Said Plot or Project. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Plot and said building 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, Said Plot and said building shall be obtained by following due process of law;

e. The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein upon said apartment and/or said concerned parking space, may prejudicially be affected;

f. 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 Said Plot and the said Apartment, which will, in any manner, affect the rights of Allottee/s under this Agreement;

g. 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;

h. 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, which it has agreed to pay under the said development agreement till handing over possession of said Apartment to Allottee/s.

i. 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 Plot) has been received or served upon the Promoter in respect of the Said Plot and/or the Project except those disclosed in the title report.

15) WARRANTEES AND COVENANTS OF AND BY THE ALLOTTEE/S:-

The Allottee/s has/have himself/herself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

a. To maintain the Apartment at the Allottee/s'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.

b. 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.

c. To carry out at his/her/their 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.

d. 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 colour 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, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society.

e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot 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.

f. 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 said Plot and the building in which the Apartment is situated.

g. Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their share of security deposit and/or such other charges, amount, moneys, taxes, cess, etc. as the case may be payable by the Allottee/s under this agreement and or as may be demanded by the concerned local authority or Government or water, electricity or any other service providers in connection to the building in which the Apartment is situated and or in respect of said apartment.

h. 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 to any purposes other than for purpose for which it is sold and/or for any other reasons.

i. 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 and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoter and obtained the prior written consent of the Promoter for such transfer, assign or part with the interest etc.

j. The Allottee/s shall observe and perform all the rules and regulations which the Society 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/or for any other reasons 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 regarding the occupation 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.

k. Till complete and full development of the said Plot the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, shall have right to enter into and upon the Said Plot or any part thereof to view and examine the state and condition thereof. The Allottee/s and/or anybody claiming through him/her/them/it shall not be entitled to take objection or create obstruction in the said right of Promoter.

l. Unless and until all the amounts the Allottee/s is/are liable to pay to the Promoter by and under this agreement and/or otherwise in law, are fully and completely paid, the Allottee/s shall not be entitled to transfer/agree to transfer his/her/their interest in the said Apartment and/or benefit of this agreement to anyone else without taking prior written consent of the promoter. While giving such written consent the Promoter shall be entitled to demand from the Allottee/s by way of transfer charges and administrative and other costs, charges and expenses, such amounts as may be deem just and proper by them in their sole discretion if not prohibited under provisions of RERA.

m. The Allottee/s and/or the persons to whom said Apartment is transferred or to be transferred hereby agree to sign and execute all papers, documents and to do all other things as the Promoter may require of him/her/it/them to do and execute from time to time for effectively enforcing this agreement and/or for safeguarding the interest of the Promoter and all persons acquiring the remaining Apartments in the said building/s on the said Plot.

n. The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement, shall have a first lien and charge on the said Apartment, agreed to be purchased by the Allottee/s.

o. Without prejudice, to the rights of the Promoter under RERA and/or any other Act, the Promoter shall be entitled to take action against the Allottee/s if the Allottee/s do/does not pay his/her/its/their proportionate share of outgoing every month and if remain/s in arrears

for three months and/or do/does not pay the purchase price and/or other amounts which he/she/it/they is/are liable to pay under this agreement diligently, fully and finally; then the Promoter shall be entitled to terminate this agreement and enter upon the said Apartment and resume possession of the said Apartment.

p. The Promoter shall be entitled to sell, transfer and/or agree to sell/transfer all the other Apartments and also agree to allot parking areas situated or to be situated in the said building/s and/or upon any portion of the Said Plot to anyone else in any manner whatsoever and such Allottee/s shall be entitled to use their respective Apartments/parking spaces/etc. for any purposes as may be permissible under law and the Allottee/s shall not take any objection of any nature in that regard.

q. The Allottees shall not raise any obstruction/objection in Promoters right of making amendment and revision in the sanctioned plan and/or for making addition or alterations in the structure of the building by obtaining approvals from Competent Authority and/or utilization of entire development potentiality in the development of said Plot property in the form of FSI, TDR, DR premium FSI etc. The Promoter shall have unfetter right to construct additional apartments in the said building and/or to sell and allot all such additional apartment to the prospective Allottees so also the additional covered parking spaces which shall become available in the course of development to such prospective allottees. The consent given by the Allottee as mentioned in clause 1 above shall be binding upon Allottee.

r. In case of acquisition or requisition of the Said Plot and/or any portion thereof, for any reason whatsoever by the said Corporation and any other competent authority; the Promoter alone shall be entitled to appropriate the compensation receivable or that shall be given against such acquisition or requisition.

s. Not to relocate brick walls onto any location, which does not have a beam to support the brick wall.

t. Not to change the location of the plumbing or electrical lines (expect internal extensions).

u. Not to change the location of the wet/waterproofed areas.

v. Not to make any alteration in the elevation and outside color scheme of the building.

w. The Allottee/s shall not allow the said apartment to be used for user different from the nature of the user that it is intended for use by the Promoter.

x. Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to their apartment or terraces and the same are retained by the Promoter as restricted amenities. The Allottee/s is/are aware that certain parts of the Building shall be allocated for exclusive use of certain users/residents. The price of the apartment has been determined taking this into consideration and the Allottee/s waives his/her/their/its right to raise any dispute in this regards.

y. The Allottee/s confirm/s that this agreement is the binding arrangement between the parties and overrides any other written and/or oral understanding but not limited to the application form, allotment letter, brochure or electronic communication of any form.

z. Upon and after handover of the management of the Building to the Society, the Society (and its members) will be responsible for fulfillment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.

aa. The Allottee/s, if is a resident of outside India (NRI) then he/she/they shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999(FEMA), Reserve Bank of India Act and Rules made there under or any statutory amendments(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India, etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with provision of FEMA or statutory enactments or amendments thereof and the rules and regulation of the Reserve Bank of India or any other Applicable Law. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for action under the FEMA as amended from time to time. The Promoter accepts no responsibility / liability 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 singing 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 favour of the Allottee/s only.

bb. The Allottee/s undertake/s to observe all other stipulations and rules which are provided herein in order to enable the Building to be well maintained and enable all Allottee/s to enjoy the usage of these areas as originally designed.

cc. The Allottee/s doth hereby assure and declare that before executing the present agreement, he/she/it/they has/have investigated the title of the Promoter in and over the said Plot and has/have got himself/herself/itself/themselves satisfied about the same and as such has/have no grievances in respect thereof.

dd. After receiving possession of the said apartment from the Promoter, the Allottee/s shall make necessary application to the society for becoming member of the Society.

ee. That Allottee/s admit and accept the binding effects of all the covenants given hereinabove and the same shall be binding upon and enforceable against Allottee/s. The Allottee/s shall not commit any breach or violation of any of the above mentioned covenants given to the Promoter and understand that the entitlement to the 5 years defect liability clause as stipulated in clause 10.4 by the Allottee/s shall be subject to Allottee/s not violating the covenants given by him/her/them vide clause 'a to dd' above. Any breach or violation of above covenants shall make Allottee/s liable for action in accordance with law for breach of Contract.

16) FORMATION OF SOCIETY:

16.1 The Promoter shall apply for the formation and registration of a Society as "LAXMAN AVENUE CO-OPERATIVE HOUSING SOCIETY" (the "said society") within the prescribed time limit under the MAHA RERA. The Allottee shall for this purpose from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of said society and for the becoming a member, including the bye-laws of the said society. These documents duly filled in and signed shall be returned to the Promoter within seven (07) working days of the same being forwarded by the Promoter to the Allottee, so as to enable Allottee to become a member of the society. Any delays in signing and handing over of documents by the Allottee to the Promoter shall not constitute default

of the Promoter and the prescribed time period shall stand extended accordingly.

16.2 The Allottee shall be expelled from the said society if the Allottee defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from Promoter shall be sufficient document.

17) CONVEYANCE/ASSIGNMENT OF LEASEHOLD RIGHTS TO SOCIETY:

17.1 The Promoter shall initiate the procedure for the conveyance/assignment of leasehold rights within Three (months) of the formation of said society from the date of receipt of complete amount of the said consideration and upon receipt of occupancy certificate from competent authority or any other authority and execute a conveyance deed/leasedeed and convey the right, title and interest of the said plot and building in the name of the society PROVIDED THAT the allottees shall co-operate with the formation of the Society and shall execute necessary forms, affidavits and undertakings for the formation of the Society. The Promoter shall not be liable for any delay caused on account of delay by the Competent Authorities, such as Collector of Stamps for the adjudication of stamp duty on the Said Conveyance Deed/Leese Deed.

17.2 The charges, costs expenses for conveyance/assignment of leasehold rights, including but not limited to Competent Authority Transfer Charge,or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis' shall be borne by the Allottee in proportion to his gross usable area and that the Allottee shall come forward to accept conveyance of the said plot in the name of the society formed within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

18) SOCIETY MAINTENANCE CHARGES:

18.1 Commencing a week after notice in writing is given by the Promoter to the Allottee that the said Unit is ready for use and occupation, irrespective of the Allottee taking the possession of the said Unit, the Allottee will be liable for proportionate share of outgoings in respect of said plot for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the said Unit plus the additional area attached to the said Unit i.e. gross usable area vis a vis total gross usable area of said project.

18.2 The Allottee shall pay to the Promoter at the time of possession, an advance maintenance for _____ months aggregating to Rs. _____/- (Rupees_____ In Words Only) alongwith Service Tax/GST as "common maintenance charges" for the upkeep and maintenance of the said Project building. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the Society as aforesaid.

The aforesaid maintenance charges are only indicative and not exhaustive in nature. The actual amount of maintenance to be charged may vary depending upon the cost of maintenance of the project at the time of possession of the apartments/at the time of receipt of Occupancy Certificate.

19) UNSOLD UNITS IN SAID PROJECT:

19.1 Promoter shall be inducted as a member of said society for unsold Units upon formation of society and conveyance of the said Plot to society.

19.2 Promoter shall be entitled to sell the unsold Units in said project without any separate permission or consent of society and the members of society. The prospective Allottee of such unsold Units shall be inducted by the society as members and no objection shall be raised either by existing members or the society.

19.3 Allottee or society shall not be entitled to demand any transfer charge for the transfer of unsold Unit by the Promoter to prospective Allottees.

19.4 Promoter shall also be entitled to car parking reserved for the unsold Units and the society or Allottee shall not stake claim on such parking.

19.5 Promoter shall be entitled to mortgage the unsold Units of the said project with the financial institutions without any separate NOC from society or the members of society.

19.6 Promoter is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

20) RESTRICTION ON RIGHT OF ALLOTTEE/S:-

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the Said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, common areas, parking spaces, lobbies, staircases, lift area, terrace internal road, etc. will remain the property of the Promoter unless conveyed as per the provisions of law to and in favour of the society.

21) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-

21.1) There is no any mortgage or charge upon the Said Plot. The Promoter agrees that after execution of this agreement it shall not of its own unilaterally and without the consent of Allottee/s mortgage or create a charge on the said apartment. In case if any such mortgage or charge is made or created by the Promoter by itself 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/s, who has taken or agreed to take such apartment.

21.2) In case if the Allottee/s avail the financial assistance or home loan inter-alia for purchasing and acquiring the said apartment, then in that event, Promoter shall at the request and at the cost of Allottee/s, allow the charge or mortgage to be created upon the said apartment of such financial institution from whom the Allottee/s shall avail such financial assistance or home loan. It is agreed and understood that the entire responsibility/liability of repayment of the said financial assistance / home loan shall be that of the Allottee/s alone. The Promoter in no way shall be liable for the payment of or repayment of the said financial assistance/home loan to the said financial institution. The Allottee/s alone shall be liable and responsible for all consequences, costs and or litigations that may arise due to non-payment and default in repayment of said financial assistance and home loan. In any case mortgage or charge that shall be created pursuant to availing of such financial assistance/home loan by the Allottee/s, shall be limited to and/or restricted to or upon to the said apartment only. Save and except the said apartment, no other portion of the said building and or said Plot shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/home loan. The Allottee/s undertake/s to indemnify and keep indemnified the promoter against all loses, injures or damages that may be caused to the Promoter due to non-payment/repayment of the said financial assistance/home loan.

22) BINDING EFFECT:-

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s 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/s and secondly, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s 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/s for rectifying the default, which if not rectified within 7 (Seven) days from the date of its receipt by the Allottee/s, application of the Allottee/s for allotment of apartment shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever and by deducting therefrom liquidated damages as stated in clause 7.3 above.

23) ENTIRE AGREEMENT:-

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

24) RIGHT TO AMEND:-

This agreement shall not be amended by either of the parties without mutual consent of each other. The amendment if any is to be made to this agreement shall be made only by written consent of both the parties and not otherwise.

25) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S:-

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

26) SEVERABILITY:-

If any provision of this Agreement shall be determined to be void or unenforceable under the provisions of RERA Act or the Rules framed thereunder then, such provisions of the Agreement shall be deemed to have been amended or deleted and or shall be considered as 'severed' from this agreement as if it was not forming part of this agreement. But in that eventuality the remaining Provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-

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

28) 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. All costs expenses, charges, taxes, including stamp duty, GST, Registration Charges etc., that shall be required to be incurred for execution of such instruments and/or for taking such other action, shall be incurred and paid by the Allottee/s in proportionate share.

29) PLACE OF EXECUTION:-

The execution of this Agreement shall be complete only upon its execution by the Promoter at the Promoter's Office as mentioned in the title clause.

The Allottee/s and/or Promoter shall present this Agreement 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. But all expenses towards stamp duty registration, GST, taxes, MVAT, Service Tax and /or any other cess and taxes pertaining to this agreement and /or any other document that shall be executed in connection with the said agreement, shall be borne and paid by the Allottee/s.

30) ADDRESS FOR CORROSPONDENCE:-

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 A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified hereinbefore in this agreement or at the email address provided herein:

Notified Email ID of Allottee/s: _____

Notified Email ID of the Promoter: _____

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.

31) JOINT ALLOTTEE/S:-

That in case there are Joint Allottee/s 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.

32) STAMP DUTY AND REGISTRATION:-

The charges towards stamp duty and registration of this Agreement shall be borne by Allottee/s.

33) DISPUTE RESOLUTION:-

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, such unsettled dispute shall be referred to the regulatory authority as per the provisions of Real estate Regulation and Development Act 2016 and the Rules and Regulation framed thereunder.

34) 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.

SCHEDULE I

THE SAID PROPERTY ABOVE REFERRED TO:

ALL THAT piece and parcel a piece and parcel land bearing Plot No.42(pt), NA Gat No. 1097/1098/1099/1100**, admeasuring about 304.42 Sq. Mtrs lying, being and situated at Village: Chopda, Tal.:Chopda and Dist: Jalgaon** and bounded as follows:

On or towards the North by : _____

On or towards the South by : _____

On or towards the East by : _____

On or towards the West by : _____

SCHEDULE II

SAID APARTMENT ABOVE REFERRED TO:

Apartment bearing No._____, admeasuring about ____ Sq. Meters. of Carpet area plus _____ Sq. Meters. of Balcony area, Flower Bed (F.B), Enclosed Balcony (E.B) on the _____ Floor of the said building known as “Laxman Avenue” which is constructed in or upon the above referred said Plot, which apartment is shown on the floor plan thereof as Annexure 'D',

SCHEDULE III

AMENITIES

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS THIS _____ DAY OF _____ 2021 AT PANVEL.

THE COMMON SEAL OF THE withinnamed **"PROMOTER"**

Mr. Lakshman Daulat Mali

Sign	Photo	Left Thumb

SIGNED & DELIVERED BY THE

Within named **"ALLOTTEE/S"**

1)

Sign	Photo	Left Thumb

2)

Sign	Photo	Left Thumb

In the presence of

1)

Sign	Photo	Left Thumb

2)

Sign	Photo	Left Thumb

RECEIPT

Received an amount of Rs._____/- from Allottee/s towards part payment of total consideration as mentioned in clause No 2 above in following manner;

Date	Amount (Rs.)	Cheque No.	Name of the Bank

I say received

Mr. Lakshman Daulat Mali

(Through its Proprietor)