AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Bhayandar, on this _____ day of _____ 20_____ Between **M/S. ARIHANT REALTY,** a company incorporated under the provisions of The Indian Partnership Act. 1932**,** having its registered office at 101, Arihant Darshan, 90 feet road, Bhayandar, Thane- 401101. Hereinafter referred to as **"THE PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said Private Limited Company, the directors constituting the said company for the time being and from time to time, their respective legal heirs, representatives, administrators, executors and assigns) of the **ONE PART.**

AND

SHRI/SMT/_____

_____

Indian Inhabitant residing at

_____

_____

_____

_____ hereinafter called **"THE ALLOTTEE"** (which expression shall unless repugnant to the context or meaning thereof, mean and include his/her/their heirs, executors, administrator and permitted assigns) of **OTHER PART.**

WHEREAS property bearing a) Old Survey No 229, New Survey No 22, Hissa No 5 admeasuring 100 Sq. meters out of total land area of 480 Sq. meters, b) Old Survey No 229, New Survey No 22, Hissa No 6 admeasuring 270 Sq. meters out of total land area of 680 Sq. meters, c) Old Survey No 229, New Survey No 22, Hissa No 8 admeasuring 1390 Sq. meters, lying being and situate at Revenue village Navghar, Bhayandar (West), Taluka & District Thane, Registration District and Sub-District of Thane and within the Limits of Mira-Bhayandar Municipal Council (hereinafter for brevity as sake referred to as the "**Said Land**").

AND WHEREAS By a registered Re-Development AGREEMENT dated 30th May 2023, registered with the office of the Sub-Registrar of Assurances at Thane under Serial No TNN-2-12680-2023 coupled with Irrevocable General Power of Attorney dated 30-05-2023 bearing document No. TNN2-12681-2023 the society known as **Shree Mansadevi Co-Operative Housing Society** granted development rights of the property in favour of M/s Arihant Realty.

AND WHEREAS By an Agreement for Sale-Cum-Development dated 16th January 2023, registered with the office of the Sub-Registrar of Assurances at Thane under Serial No TNN-8-1185-2023 coupled with Irrevocable General Power of Attorney dated 16-01-2023 bearing document No TNN8-1186-2023 one M/s Inder's Infra i.e. the owner granted development right of all those piece and parcel of land bearing Old Survey No 229, New Sno 22, Hissa No 8 admeasuring area 1390 sq.mtrs. situated at village Navghar, Tal & Dist Thane within the limits of Mira Bhayander Municipal Corporation along with FSI in Building no 1 consist of stilt+12th upper floor and further extension as may be granted by the corporation and building no 1A consist of Ground + 2 upper flors, to be constructed on said land as per sanctioned by Mira Bhayandar Municipal Corporation vide commencement certificate

number MNP/NR/3794/2021-22 dated 09-02-2022 appurtenant to the said land in favour of M/s Arihant Realty upon the consideration, terms and conditions as agreed therein.

AND WHEREAS Mira-Bhayandar Municipal Corporation has issued Commencement Certificate dated 29-12-2023 bearing Ref No MNP/NR/3166/2023/2024 in respect of the proposed building Ref. No MNP/NR/3166/2023-2024 in respect of the proposed building to be constructed on the said property consisting of Ground + 1&2 floor+ 3& 4 Parking/Podium+5 (Service Floor)+ 6to 17 floors (6th floor shall be transferred to Municipal Corporation free of FSI). Upon issuance of the said Commencement Certificate earlier commencement certificate number MNP/NR/3794/2021-22 dated 09-02-2022 came to be cancelled.

AND WHEREAS It is agreed by and between the parties herein that, entire construction of the said Plot Building Arihant Tower would be executed and completed in totality by the promoter herein and the finance/investment for the same would be procured solely by the said promoter.

AND WHEREAS the Promoter has proposed to construct on the project land consisting of Building Arihant Tower total approved area is admeasuring about 7937.94 sq. meters, equivalent 5937.94 Square Feet sanctioned built-up area consisting of Ground + 1&2 floor+ 3& 4 Parking/Podium+5 (Service Floor) + 6to 17 floors (6th floor shall be transferred to Municipal Corporation free of FSI) floors herein after referred as “The Said Building”

AND WHEREAS The Said Building is to be constructed on the portion of land admeasuring 1760 sq. meters of the Said Land, which is demarcated in the Plan and hereinafter collectively referred to as **“The Project”**

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the _____ Phase of the Building called "**ARIHANT TOWER**" (herein after referred to as the said "Building") being constructed in the on part of the land from Old Sno 229, New Sno 22, Hno 5, Old Sno 229, New Sno 22, Hno 6, Old Sno 229, New Sno 22, Hno 8 at village Navghar, Bhayandar, Thane-401105, area admeasuring 1760 sq.mtrs equivalent to 5937.94 Square Feet, hereinafter referred to as the said land for the consideration and in the manner and on the terms and conditions as stated therein in of the said project, by the Promoter

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the council of Architect;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in **Annexure 'F';**

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the buildings.

AND WHEREAS by the virtue of the Development Agreement the Promoter has sole and exclusive right to sell the Apartment in the said buildings to be constructed by the Promoter on the Project Land and to enter into Agreement with the allottee of the Apartments to receive the sale consideration in respect thereof;

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 prepared by the Promoter's Architect **ANISH AND ASSOCIATES** 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;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocated **ANILKUMAR MARLECHA** of the Promoter, authenticated copies of Property card or extract of Village Forms VI or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1**

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**

AND WHEREAS the Promoter has got some of the approvals from the concerned local authorities to the plans, the specifications, and elevations, sections and of the said buildings and shall obtain the balance approvals from various authority from time to time so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and 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 buildings shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said buildings in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for the allotment of an Apartment No _____ on _____ floor in wing _____ situated in the building No _____ being constructed in the _____ phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area' means the net usable floor area of an apartment, excluding the area covered by the external walls, area under services shafts, exclusive balcony apartment to the said Apartment for exclusive use of the Allottee 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.

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;

AND WHEREAS, prior to the execution of these presents the Allottee has 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 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 both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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 _____ ;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Regulation 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 Apartment

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

1. The Promoter shall construct the said building Ground + 7th upper floor on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1. A (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No _____ of the type _____ of carpet area admeasuring _____ sq. meters on _____ floor in the building _____ (hereinafter referred to as "The Apartment") as shown in the Floor Plan thereof hereto annexed and marked Annexure C-1 and C-2 for the consideration of Rs _____ (in words_____) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces).

   (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking space bearing no _____ situated at stilt being constructed in the layout for the consideration of Rs_____/-

(iii) The total consideration amount for the apartment including covered parking spaces is thus Rs. _____/-

1. B. The Allottee has paid on or before execution of this agreement a sum of Rs_____ (Rupees _____only)(not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs _____ (Rupees _____) in the following manner;-

i. Amount of Rs_____ (_____) (not exceeding 30 % of the total consideration) to be paid to the promoter after execution of Agreement

ii. Amount of Rs _____ (_____) (not exceeding 45 % of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs_____ (_____) (not exceeding 70 % of the total consideration) to be paid to the Promoter on completion of the slabs including stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs _____ (_____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, flooring doors and windows of the said Apartment.

v. Amount of Rs_____ (_____) (not exceeding 80 % of the total consideration) to be paid to the Promoter on completion of the Sanitary fitting, staircases, lift, wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs_____ (_____) (not exceeding 85% of the total consideration)to be paid to the Promoter on completion of external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Apartment is located.

vii. Amount of Rs_____(_____) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said apartment is located.

viii. Balance Amount of Rs _____ (_____) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1. C. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

1.D. The Total Price is escalation-free, save and except escalation/increases, due to increase on account of development charges payable to the competent authority and 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 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 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.

1. E 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 the 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 adjustment shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1. F. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any heads 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 the Promoter to adjust his payment in any manner.

Note: Each of the installments mentioned in the sub clauses (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podium/floors in case of multi-storied building.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy or completion certificate in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the 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 clause 1(c) herein above.

3. The promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of FSI available on payment of premium 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 project land in the said project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the

Proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment 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 to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoing) 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 email 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 installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fitting 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 Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before _____ day of _____20____. If the Promoter fails or neglect to give possession of the Apartment to the Allottee on account of reasons beyond his control and 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 Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till date the amount and interest thereon is repaid.

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

i) War, civil commotion or act of God;
ii) Any notice, order, rule, notification of the Government and other public or competent authority/court.

7.1 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 Apartment to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association of allotttees, 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.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter of the Allottee intimating that the said Apartment are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in

which the Apartment are situated or any defects in the Apartment or the building in which the Apartment are situated or any defect on account of workmanship, quality or provision of service, then wherever possible such defect 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.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for the purpose of *residential purposes. He shall use the parking space only for purpose of parking vehicle.

9. The Allottee along with other allottees of Apartment in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and /or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter to the Allottee. No objection shall be taken by the Allottee if any, changes or modification are made in the draft bye-laws, or the Memorandum and or Articles of Association, as may be required by the Registrar of Co-operative societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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

9.2 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 Original Owner/Promoter and /or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment 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 Apartment) of outgoing in respect of the project land and Buildings 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, chokidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. Until the Society or Limited Company is formed and the said structure of the building is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs_____ per month towards the outgoings. The amount 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 favor of the society or a limited company as aforesaid. On such conveyance/assignment of lease being

executed for the structure of the building executed 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.

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

    i. Rs_____ for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.

    ii. Rs _____ for formation and registration of the Society or Limited Company/Federation/Apex body.

    iii. Rs _____ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body

    iv. Rs _____ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.

    v. Rs _____ for Deposit towards Waters, Electric, and other utility and services connection charges &

    vi. Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Promoter a sum of Rs _____ for meeting all legal costs, charges and expenses, including professional costs of the Advocate of the Promoter in connection with formation of the said Society, 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.

12. At the time of registration of conveyance of the structure of the building, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Society on such conveyance or any documents or instrument of transfer in respect of the structure of the said building/wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable by the said Apex body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Apex Body or Federation.

13. **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

iv. There are no litigation pending before any Cout of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land 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, project land and said building 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 and common areas;

vi. 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;

vii. The Promoter has not entered into any agreement for sale or development or any other agreement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. 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;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other moneys, levies, impositions, premiums, damages and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. 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 or the Project except those disclosed in the title report.

14. The Allottee or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

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

ii. 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 package 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 damages is caused to the building in which the Apartment is situated or the Apartment 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 Apartment and maintain the Apartment 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 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 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 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 or the Society .

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 Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment 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 Apartment 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 Apartment 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 Apartment 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 Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulation 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 condition lay down by the Society/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-going in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of 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 building 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 Apartment is situated is executed in favor 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.

15. The Promoter shall maintain a separate account in respect of sum 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 outgoing, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment 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 or other body and until the project land is transferred to the Apex Body as hereinbefore mentioned.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the timebeing in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18**. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee 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 cancellation and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT**

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

20. **RIGHT TO AMEND**

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

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

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

22. **SEVERABILITY**

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

enforceable as applicable at the time of execution of this Agreement.

23. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER**

REFERRED TO IN THE AGREEMENT

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

24. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the installments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm or prefer any right to be created or transferred hereunder or pursuant to any such transaction.

25. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the promoter through its authorized signatory at the Promoter's office or 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 _____

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

27. 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. and notified Email Id/Under certificate of posting at their respective addresses specified below:

Name of Allottee: _____

Allottee Address: _____

_____

_____

Notified Email Id: _____

Name of Promoter: M/s ARIHANT REALTY

Promoter Address: 101, ARIHANT DARSHAN, 90 FT ROAD, BHAYANDAR (W), THANE-401101

Notified Emai Id:

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 the 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.

28. **JOINT ALLOTTEES**

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

29. **STAMP DUTY AND REGISTRATION**: - The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. **DISPUTE RESOLUTION**: - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provision of the Real Estate (Regulation and Development) Act, 2016, rules and Regulations, there under

31. **GOVERNING LAW**

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFEERED TO

An area admeasuring 1760 SQ. Meters forming the portion of land bearing Old Survey No 229, New Survey No 22, Hno 5, Old Sno 229, New Sno 22, Hno 6, Old Sno 229, New Sno 22, Hno 8 situate, lying and being at Village Navghar, Taluka Mira Bhayandar and District Thane in the Registration District and Sub-District of Thane and now within the limits of Mira-Bhayandar Municipal Corporation, more particularly described shown and surrounded by RED colour boundary line on the Plan annexed hereto

Boundaries in All Four Directions as follow:

On or towards North- 30 M Wide Existing Road

On or towards East- 15 M Wide Existing Road

On or towards South- SNO 229

On or towards West- SNO 229

SECOND SCHEDULE ABOVE REFFERD TO

Flat No. _____ admeasuring _____ Sq. Mtrs (RERA Carpet) including balcony area admeasuring _____ Sq. Meters on the _____ Floor and cover parking bearing no _____ in Building No. _____ Wing _____ known as **"ARIHANT TOWER"** to be constructed in the layout of land bearing Old Survey No 229, New Survey No 22, Hno 5, Old Sno 229, New Sno 22, Hno 6, Old Sno 229, New Sno 22, Hno 8 situate, lying and being at Village Navghar, Taluka Mira Bhayandar and District Thane in the Registration District and Sub-District of Thane and now within the limits of Mira-Bhayandar Municipal Corporation**.**

IN WITNESS WHEREOF the parties hereto have set their respective hand and seals on the day and year first herein above written.

SIGNED, SEALED AND DELIVERED BY

THE WITHINAMED "THE DEVLOPER"

M/S. Arihant Realty.

Through its

Mr.

In the presence of.....

1.

2.

SIGNED, SEALED AND DELIVERED BY

The within named **"THE ALLOTTEE"**

SHRI/SMT/M/S._____

_____

_____

In the presence of.....

1.

RECEIPT

2.

RECEIVED of and from the Allottee within named, a sum of Rs. _____ (Rupees _____

_____

Only) in the mode and manner as provided hereunder, by way of earnest money/ and other amounts payable to us, as within provided:-

Sr. No	Date	Bank	Branch	Mode	Amount [Rs]

We Say Received

For Arihant Realty

Witness:-

1. _____

2. _____

ANNEXURE-A

Title Certificate/ Report

ANNEXURE-B

(Authenticated Copy of Property Card/ extract Village Form VI)

ANNEXURE-C1

(Authenticated copies of the Plans of Layout as Proposed by the concerned Local Authority)

ANNEXURE – C2

(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 fr on the said project)

ANNEXURE-D

(Authenticated copies of the Plans and specification of the Apartment agreed to be purchased by the Allottee as approved by concerned Local Authority)

ANNEXURE –E

(Specification and amenities for the Apartment)

ANNEXURE-F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Received of and from the Allottee above named the sum of Rupees _____ on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

THE PROMOTERS

M/S MAGIC SHANTI DEVELOPER