AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Navi Mumbai on this _____day of _____, 2023

BETWEEN

M/S. E.V. HOMES CONSTRUCTIONS PVT. LTD., (PAN NO-AABCE5013H) a company incorporated under the provisions of The Company's Act, 1956 having CIN No. U45200MH2005PTC155637 having its registered Office at 212, A wing, Vardhaman Chambers Plot no 84, Sector 17, Vashi, Navi Mumbai-400703, through its Managing Director Shri E V Thomas (the **"*DEVELOPER*"**) (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its, partners, successors and assigns) party of **FIRST PART;**

AND

[If the Allottee is an Individual]

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

[**OR**]

[If the Allottee is a Company]

(Name of the Company), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], (CIN no. _____), PAN _____, having its registered office at _____, ,represented by its authorized signatory, _____, duly authorized vide board resolution dated _____ (the "**Allottee**") (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Directors and Shareholders, their successor-in-interest, executors, administrators and permitted assignees) being party of the **SECOND**

PART

[OR]

[If the Allottee is a Partnership Firm]

(Name of the Partnership), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide letter dated _____ (the "**Allottee**") (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) being party of the **SECOND PART,** The Developer, Allottee shall be collectively referred as "***PARTIES***".

WHEREAS:

A. Vide order dated 18th March 1975 bearing reference no. RB/WS/IV/349/75, the Collector of Thane vested all rights, interest, title and possession of free hold land being plot no. 16 admeasuring 6218.39 sq. meters and thereabout situated at sector 9, Vashi, Navi Mumbai (the said "***Entire Plot***") in favour of City & Industrial Development Corporation of Maharashtra Ltd. ("**CIDCO**"). The said Entire Plot is more particularly described in the '**First Schedule**' hereunder.

B. CIDCO is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Sections (1) and (3-A) of the Maharashtra Regional & Town Planning Act 1966 (Maharashtra Act No XXXVII of 1966) (the "***Act***") for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers for the area designated as site for a New Town under sub- section (1) of Section 113 of the said Act.

C. Upon acquiring the said plot, the CIDCO constructed 14 buildings being building no. 47 to 60 (i.e.47,48,49,50,51,52,53,54,55,56,57,58,59,60) on the said Plot each consisting of Ground + Two Upper Floors. (the said "***14 Buildings***").

D. Vide 'Deed of Declaration' dated 06th Aug 1985 the CIDCO formed the association of the tenants residing in the said buildings under section 11 of the Apartment Ownership Act, 1970 named as "The JN-2-VS –II Type Apartment Owners Association Condominium no. 16" (the said "***Association***"). This 'Deed of Declaration' is registered with the Sub-Registrar of Assurances at Thane under registered serial no. P-617 on 06th Aug 1985. Accordingly, vide letter dated 08th Aug 1985 bearing reference no. **EMS/ALO/VS-II/COND-16**, CIDCO conveyed the Housing Commission that the Association of tenants residing have been filed with the Sub-Registrar of Assurances of Thane under Section 11(2) read with Section 3 (i) of the Maharashtra Apartment Ownership Act, 1970.

E. Vide 'Deed of Lease of Land' dated 16th Aug 1985 executed between CIDCO and Shri Shetye Ashok Ramchandra (representative for the Apartment Owners Association) registered with the Sub-Registrar of Assurances of Thane, CIDCO leased said entire plot

to the said Licensee therein for the period of 60 years on the terms and conditions mentioned said Deed of Lease.

F. During the course of the years the residents of building no. 59 & 60 2 buildings, converted themselves into a society under the Maharashtra Corporative Societies Act, 1960 and have redeveloped the said 2 buildings (the said "***Redeveloped Buildings***").

G. Vide 'Deed of Declaration' dated 06/08/1985 the building nos. 47 to 58 (i.e 47,48,49,50,51,52,53,54,55,56,57,58) (the said "***Buildings***") JN-II Type Apartment Owner Association (Avani) VS-II Type Building (proposed) declared that, the said Association with majority of its existing flat owners have consented for redevelopment of the aforesaid Buildings and majority of existing flat owners of said Association consented to release their property out of the said declaration of the Association of Buildings and in place form a Co-operative Housing Society of the Apartment Owner. As per the terms and conditions of the said 'Deed of Declaration' dated 6th Aug 1985 land admeasuring 5330.04 sq. meters and thereabout out of said Entire Plot falls to the share of said Buildings (the said "***Plot***") which is more particularly described in '**Second Schedule**' hereunder. A layout plan of the said plot is annexed hereto as '**Annexure A**'. The said Buildings and Plot shall be collectively referred to as said "***Property***".

H. Accordingly, the said Association was converted into Co-operative Housing society under Section 154 (B) (2) of Maharashtra Co-operative Housing Society, 1961 and known as 'Avani Co-operative Housing Society' (the said "***Society***"). Accordingly, the Registrar of Societies issued 'Certificate of Registration' dated 29/11/2018 bearing registration no. NBOM/CIDCO/HSG/(T.C)/7657/JTR/year 2018-2019.

I. Vide letter dated 11/04/2017 bearing reference no. CIDCO/EMS/Redevlp/VASHI/2017/6423 CIDCO has granted NOC for carrying out redevelopment of the said Buildings which are in the dilapidated condition. The same was further revalidated by CIDCO vide letter No. CIDCO/EMS/Redevelop/AEO (VASHI)/2018/1075 dated 09/07/2018.

J. Vide letter dated 13/04/2022 the Registrar of Society, granted NOC for redevelopment of the buildings of the Society and confirmed the appointment of the Developer as developer for carrying out redevelopment of said Property as per SGBM of Society dated 23/02/2022.

K. Vide, 'Agreement for Redevelopment' dated 31st October 2023, executed between the Society, the Society Members and the Developer, the Society granted possession and development rights of the said Property to the Developer for redeveloping it by utilizing the full potential FSI of the said Plot on the terms and conditions incorporated in the said Agreement Redevelopment (the said "***Redevelopment Agreement***"). The said Redevelopment Agreement has been adjudicated before Collector of Stamps, Thane (City) and the Developer has paid the required stamp duty on the said Redevelopment Agreement.

L. The Developer has upon request, given inspection to the Allottee of all the documents of

title including copies of Agreements, Development Permissions and Commencement Certificate; **"Certificate of Title" dated** 30-01-2024 in respect of said Plot issued by Advocate Mr. M.A. Saiyed and of such other documents as are specified under applicable statute and rules and regulations. A Copy of said Title Certificate is annexed hereto as **Annexure C**.

M. In addition, the Allottee has perused the "Architect Certificate" and drawing certifying the carpet area of the said flats/shops along-with limited common area. Besides a copy of all such documents are available at the site office and is available for verification by the Allottee after giving a reasonable notice.

N. The Developer has appointed M/s. DESSIN 2000., architect for the said Project who is registered with the Council of Architect and having address at 220, Vardhaman Chambers, Plot No 84, Sec-17, Vashi, Navi Mumbai-400703.

O. The Developer has appointed a Structural Engineer firm being M/s. Vinit Structural Consultancy Pvt. Ltd., having address at Office No. A 03, Plot No 53, Mangal Tower, Sec-17, Vashi, Navi Mumbai 400703 for the preparation of the structural design and drawings of the Project and the Developer has accepted the professional supervision of the Architect and the Structural Engineer till the completion of the Project.

P. The Developer has registered the said Project under the provisions of the RERA 2016 with Real Estate Regulatory Authority bearing registration no.___. A Copy of RERA registration Certificate is Annexed hereto as

Annexure D.

Q. The Allottee has demanded inspection from the Developer and the Developer has given inspection to the Allottee of all documents of title relating to the said Project including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Developer's Architects, the Title Certificate, revenue records, Development Permissions etc. and all other documents as specified under the RERA and the rules and regulations made thereunder. Upon demand by the Allottee/s enquiry, the Developer herein has requested to the Allottee to carry out independent search by appointing his/her/their own Attorney/Advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Developer. The Allottee is fully satisfied with the title of the Developer in respect of the redevelopment of said Plot and the Developer's right to construct building/s thereon in accordance with the sanctions and approvals granted from time to time and sale / allot various Flats comprising in the building/s to any person of its choice and the Allottee has agreed not to raise any requisitions on or objections to the same. Besides a copy of all such documents are available at the site office and are available for verification by the Allottee after giving a reasonable notice.

R. The Allottee has inspected the registration of said Project on the website of RERA along with the documents uploaded therein and is satisfied with the same. The Allottee has seen

the Plot prior to execution of this Agreement. The Allottee has also taken inspection of the said Title Certificate, Commencement Certificate and sanctioned plans of Project as referred above. The Allottee has also inspected plans, designs and specifications prepared by Developer's Architect and Structural Engineer and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016.

S. Vide letter dated **27/09/2023** bearing no. **NMMC/TPO/BP/19439/2023** (the said "***Commencement Certificate***") the NMMC has granted development permission to the Society for redeveloping residential buildings on the said Plot. As per said Commencement Certificate the said Plot is entitled for the Construction of Basement, Ground floor plus Twenty Seven Floor (27) upper floors to be used as 'Residential cum Commercial' Building thereby utilizing total Built up Area of 26090.621 sq. meters out of total available 26090.975 sq. meters and shall be developed under the name "EV 9 Square" (the said **"*Project*"**). The said Project more particularly described in "**Third Schedule**". In addition the Developer is providing amenities in the said Project more particularly described in "**Fourth Schedule**". A copy of Development permission and commencement certificate is attached herewith and marked as '**Annexure - B'.**

T. The Allottee has demanded and the Developer has given to the Allottee/s inspection of the following documents: -

(1) Collectors Order dated 18th March,1975 bearing reference no. RB/WS/IV/349/75 for vesting rights of CIDCO in said Entire Plot;

(2) Deed of Declaration dated 08/08/1985;

(3) Deed of Lease dated 18th March 1985 for formation of said Association;

(4) Deed of Declaration dated 22/11/2018 for converting said Association to Society;

(5) Copies of various resolutions passed by Society for carrying out redevelopment of said Property;

(6) Development Agreement executed between Society and Developer dated 31-10-2023;

(7) Commencement Certificate dated 27/09/2023;

(8) Project Registration Certificate under RERA having registration no. _____;

(9) Title Report issued by Advocate M.A. Saiyed dated 30/01/2024 ;

(10) Copy of the sanctioned plans of the building, the flats and the project as a whole;

All other relevant documents, letters, papers and writings referred to herein.

All plans sanctioned by the NMMC, and other authorities, the designs, specifications etc., submitted to NMMC, and other authorities as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under including the Commencement Certificate dated 27/09/2023.

U. On satisfying himself/herself about the plans and other terms and conditions including the Title and what is provided herein and after physical inspection of the building and Flats therein during various site visits the Allottee/Allottee/s hereby agree/s to purchase flat No.

, admeasuring _____Square meter (Carpet Area) on the _____ Floor as per Real Estate (Regulation and Development) Act, 2016 along with one covered parking space in the Project named as **"_____"** constructed on the said Plot (the said "***Flat***") and which is more particularly described in the "**Fifth Schedule"** hereunder written for a total consideration of **Rs. _____/- (Rupees _____ Only)** (the said "***Consideration***"). A copy of Floor Plan of on which said Flat is located annexed hereto as '**Annexure - D**' and said Flat is marked in the floor plan. In addition, the Allottee is entitled to limited common areas containing ____ sq. meters. of enclosed Balcony without any extra consideration (the said "***Limited common area***"). The aggregate of carpet area and Limited common area is the "***Gross usable area***" totaling to _____ sq. meters available for use by the Allottee is marked separately in the floor plan annexed hereto as '**Annexure - D**'. The fixtures, fittings and amenities to be provided by the Developer in the said Flat is annexed hereto as '**Annexure - E**'

V. The Allottee has paid an amount of Rs._____out of the said Consideration and has now requested the Developer to execute and register this Agreement for Sale of the said Flat on such terms and conditions as mentioned hereinafter.

W. For the purpose of this Agreement, "**Carpet Area**" shall mean as stated in the Real Estate (Regulation and Development) Act, 2016, with the rules thereunder ("**RERA**"), being the net usable floor area of an flat/ apartment, excluding, the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the flat/ apartment.

X. The Developer in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written "Agreement for Sale" of the said Flat in favour of the Allottee/s, being in fact these presents and also to register said Agreement for Sale under the Registration Act, 1908, the Parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

Y. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project.

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

1. The Developer has proposed to construct the said Project consisting of Basement, Ground plus upto twenty seven (27) floors on the said Plot by utilizing FSI and as approved by the competent authority or the Government in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Developer shall have to obtain prior consent in writing of the Allottee in

respect of variations or modifications which may adversely affect only the Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.1. The Allottee hereby agrees to purchase from Developer and Developer hereby agree to sell to Allottee flat no. ____admeasuring _____sq. meters RERA carpet area on ___floor (the said "***Flat***") of the Project known as "_____" being constructed by the Developers on the said Plots for a consideration of Rs. _____ (Rupees _____ only) ("**Consideration**") being the proportionate price of the common areas and facilities and parking spaces.. The said Flat is more particularly described in the Fifth Schedule hereunder, common area, facilities and common amenities in the Project are more particularly described in the THIRD SCHEDULE hereunder. The Flat is separately marked on the copy of Floor Plan annexed herewith as **Annexure E**.

1.2. The Allottee hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Allottee covered parking space bearing no. __ admeasuring _____ sq. meters situated at ground and /or ___ podium floor of the Project.

OR

1.2.1. Allottees have informed the Developer that he/she does not require any parking space in said project. Accordingly, no reservation of parking is made against said Flat.

1.2.2. Allottees undertakes, assures and guarantees not to claim any parking space in said project in future, nor raise any objection to use of parking by other Allottees.

1.3. The Allottee shall deduct tax at source on the consideration amount at the prevailing rate, if applicable and furnish a TDS certificate to the Developer within the time limit provided under Income Tax Act, 1961.

1.4. 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 "initial booking amount" at the time of booking and hereby agrees to pay to the Developer the balance amount of Rs. _

(Rupees _____only) in the following manner:

PAYMENT SCHEDULE		
Sr No	**Description**	**Percentage**
1	On Booking	**10**
2	On Execution of Agreement	**20**
3	On Completion of Plinth level	**15**
4	On Completion of 1st Slab (Ground)	**3**
5	On Completion of 2nd Slab (Podium 1)	**3**
6	On Completion of 3rd Slab (Podium 2)	**3**
7	On Completion of 4th Slab (Podium 3)	**3**
8	On Completion of 5th Slab (Podium 4)	**3**
9	On Completion of 6th Slab (Podium 5)	**0.5**
10	On Completion of 7th Slab (Podium 6)	**0.5**

11	On Completion of 8th Slab (Podium 7)	**0.5**
12	On Completion of 9th Slab (Podium 8)	**0.5**
13	On Completion of 10th Slab	**0.5**
14	On Completion of 11th Slab	**0.5**
15	On Completion of 12th Slab	**0.5**
16	On Completion of 13th Slab	**0.5**
17	On Completion of 14th Slab	**0.5**
18	On Completion of 15th Slab	**0.5**
19	On Completion of 16th Slab	**0.5**
20	On Completion of 17th Slab	**0.5**
21	On Completion of 18th Slab	**0.5**
22	On Completion of 19th Slab	**0.5**
23	On Completion of 20th Slab	**0.5**
24	On Completion of 21st Slab	**0.5**
25	On Completion of 22nd Slab	**0.5**
26	On Completion of 23rd Slab	**0.5**
27	On Completion of 24th Slab	**0.2**
28	On Completion of 25th Slab	**0.2**
29	On Completion of 26th Slab	**0.2**
30	On Completion of 27th Slab	**0.2**
31	On Completion of 28th Slab	**0.2**
32	On Completion of walls	**1**
33	On Completion of internal plaster	**1**
34	On Completion of Flooring	**1**
35	On Completion of Doors	**1**
36	On Completion of windows	**1**
37	On Completion of Sanitary fittings	**1.25**
38	On Completion of Staircase	**1.25**
39	On Completion of Lift well	**1.25**
40	On Completion of Lobbies	**1.25**
41	On Completion of external plumbing	**1**
42	On Completion of External plaster	**1**
43	On Completion of elevation	**1**
44	On Completion of waterproofing	**1**
45	On Completion of terrace	**1**
46	On Completion of Lift	**4**
47	On Completion of water pumps	**1**
48	On Completion of electrical fittings	**1**
49	On Completion of electro, mechanical and environmental requirements	**1**
50	On completion of entrance lobby	**2**
51	On completion of plinth protection and paving	**1**
52	On Possession	**5**
TOTAL		**100**

1.5. The Allottee shall be liable to pay and hereby agrees to pay to Developer any statutory taxes (as made applicable or amended from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Allottee shall make over such payment to Developer within 10 days upon receiving a notice of demand (demand letter) from Developer.

1.6. Any payments made by the Allottee to the Developer shall be first appropriated towards GST, then outstanding interest and balance if any, towards the principal sums of the instalments of the said Consideration.

1.7. The Consideration is escalation free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said Notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.8. The Allottee shall make payment of the balance amount or any other payment due under this agreement immediately upon it becoming due, without any delay or demur for any reason whatsoever, failing which the outstanding amount shall carry interest at such rates as prescribed in the law till the time of payment or realization.

1.9. Upon an installment and/or balance payment payable by the Allottee to the Developer becoming due, the Developer shall issue a notice of demand cum invoice giving maximum 7 days' time from date of notice to Allottee for making the payment of installment. The said notice of demand shall be accompanied by certificate from the architect certifying the satisfactory completion of the stage of work for which the payment is due.

1.10. The receipt for the payments made shall be issued by Developer only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account after the Developer.

1.11. Without prejudice to its rights and remedies under this Agreement, the Allottee hereby agrees that in the event that any portion of the Consideration is not paid by the Allottee within the time periods as set out in this Agreement, the Developer shall have a charge lien on the said Flat to the extent of the unpaid amount, except the cases where non-payment is on account of or attributable to default by the Developer in compliance of its obligations hereunder.

1.12. The Developer shall confirm the final carpet area that has been allotted to the Allottee

after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the change, if any, in the carpet area, subject to a variation cap of three percent (3%). The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

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

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

2.2. Time is essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the Project and handing over the Flat to the Allottee and the sanctioned common areas to the association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate or both as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as per payment table in this Agreement.

3. The Developer hereby declares that the FSI available as on date in respect of the Plot is 26090.975 sq. meters 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 Developer has disclosed the FSI of 26090.621 sq. meters as proposed to be utilized by it on the Plot in the said Project. In addition, the Developer is entitled to avail and utilize additional FSI under UDCPR, 2020. The Allottee has agreed to purchase the said Flat based on the proposed construction and sale of flat/ apartments to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

4.1. If the Developer fails to abide by the time schedule for completing the Project and handing over the Flat to the Allottee, the Developer 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 Developer, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the Allottee to the Developer under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Developer.

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

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

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

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

4.3. In case of termination of this Agreement, the Developer may forfeit up to 10% of Agreement value as damages towards cancellation (hereinafter referred to as "the pre-determined damages") accepted by Allottee as being reasonable and fair estimate from the consideration amount paid by Allottee till the date of termination and shall refund the balance amount to the Allottee. Such refund to the Allottee shall be within 30 days from the date of registration of 'Cancelation Deed'. Further, Allottee shall not be entitled to claim refund from the Developer the amounts paid by the Allottee to the government namely GST, stamp duty, registration and legal charges. Since the Allottee has defaulted, the Developer shall not be liable to pay to the Allottee any interest on the amount so refunded. Upon termination of this Agreement the Developer shall be at liberty to dispose of and sell the Flat to such person and at such price as the Developer may in his absolute discretion think fit. However, in case Allottee challenges such termination before any authority then Developer shall be entitled to hold the refund till conclusion of such dispute.

4.4. For whatsoever reason if the Allottee herein, without any default or breach on

his/her/their part, is desirous to terminate this Agreement/transaction in respect of the said Flat then, the Allottee herein shall issue a prior written notice to the Developer as to the intention of the Allottee and on such receipt of notice the Developer herein shall be entitled to deal with the said Flat with prospective buyers. After receipt of such notice of intention to terminate this Agreement from the Allottee, the Developer shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee shall be entitled to receive the refund of actual paid basic consideration less 10% i.e., pre-determined damages, subject to terms of this Agreement and applicable provision of RERA Act and the rules thereunder.

4.5. It is specifically agreed between the Parties hereto that, if the transaction in respect of the said Flat between the Developer and Allottee herein is terminated as herein above written then all the instruments under whatsoever head executed between the Parties hereto or between the Developer and Allottee herein, in respect of the said Flat, shall stand automatically cancelled and either Party shall have no right, title, interest or claim against each other except as provided hereinafter.

4.6. The Allottee shall obtain "No Objection Certificate" and "No Dues Certificate" from Developer before transferring the right, title and interest in respect of the said Flat to third party during course of construction of said project or before possession of said Flat to Allottee whichever is later. Without obtaining the said certificates any document executed by Allottee in the name of a third party shall be treated as 'void-ab-initio'.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more branded lifts, or price range (if unbranded) to be provided by the Developer in the said building and the Flat /Apartment as are set out in THIRD SCHEDULE hereunder.

6. The Developer shall give possession of the Flat to the Allottee on or **before _____ day of ___20___.** If the Developer fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid.

   Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat to be provided is delayed on account of -

   (i) war, civil commotion or act of God;

   (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7. **Procedure for taking Possession:** The Developer, upon obtaining the occupancy certificate from the local/competent/planning authority and the payment made by the Allottee as per this agreement shall offer in writing the possession of the said Flat to the

Allottee to the Allottee in terms of this Agreement to be taken within three (3) months from the date of issue of such notice and the Developer shall give possession of the said Flat to the Allottee. The Allottee agree(s) to pay the maintenance charges as determined by the Developer or association of allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the Project.

7.1. The Allottee shall take possession of the Flat within 15 days of the written notice from the Developer to the Allottee intimating that the said Flat is ready for use and occupancy.

7.2. **Failure of Allottee to take Possession of Flat:** Upon receiving a written intimation from the Developer as per this agreement, the Allottee shall take possession of the Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the Flat to the Allottee. In case the Allottee fails or commits delay in taking possession of said Flat within the time provided in this agreement, such Allottee shall continue to be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Flat and the Developer shall not be liable for the maintenance, wear and tear of the said Flat.

7.3. If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Developer any structural defect in the Flat or the Building in which the Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer 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 Developer, compensation for such defect in the manner as provided under the Act.

7.4 Provided, however, that the Allottee shall not carry out any alterations of the whatsoever nature in the said Apartment or common area in the said project which shall include but not limited to columns, beams etc. or in the fittings therein, in particular. It is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer and competent authority, the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Developer and shall not mean defect/s caused by normal wear and tear and by negligent use of the Apartment by the occupants, vagaries of nature etc.

Provided further that it shall be the responsibility of the Allottee to maintain the said Apartment in a proper manner and take all due care needed including but not limited to the joints in the tiles of the said Apartment are regularly filled with white cement/epoxy to prevent water seepage.

Provided further that Developer shall appoint an expert who shall be nominated by Project

Architect who shall survey and assess the structural defect intimated by Allottee. The expert so appointed 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 terms and conditions of this Agreement.

8. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence / office / show-room / shop. Allottee shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. That as per the said Development Agreement the said Society, shall continue to work as association of the unit owners in the said Project for the operations, maintenance and management of Project and separate Society will not be incorporated. The Society shall continue to hold the lease of the said Plot from CIDCO. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws of Society, as may be required as the case may be, or any other competent authority and better management of the Society. 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 becoming a member, including the bye-laws of the said Society. These documents duly filled in and signed shall be returned to the Developer within seven (07) working days of the same being forwarded by the Developer 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 Developer shall not constitute default of the Developer and the prescribed time period shall stand extended accordingly. That the share certificate for admitting said Allottee as the member of the Society shall be issued by the Society only upon receipt of Total Consideration by Developer from the Allottee. The Allottee shall be expelled from the Society if the Allottee defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from Developer shall be sufficient document.

9.1. The Developer shall, within three months of receipt of full and final occupancy certificate for the said Project, cause to be transferred to the Society all the right, title and the interest of the Developer in the said Project in which the said Flat is situated.

9.2. Within 15 days after notice in writing is given by the Developer to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the Plot and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Plot and building/s. Until the said structure of the Project is transferred to the Society, the Allottee shall pay to the Developer 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 Developer provisional monthly contribution of Rs.____/- (Rupees _____only) per month towards the outgoings. The amounts so paid by the Allottee to the Developer shall not carry any interest and remain with the Developer until handover of the structure of the Project/building is executed in favour of the Society as aforesaid. Upon

handover of the Project/building to the Society, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer to the Society, as the case may be.

9.3. The Allottee shall pay to the Developer advance maintenance /deposit of such an amount that is along with the applicable GST as common maintenance charges for upkeep and maintenance of common areas and facilities in the said building (like electricity of common areas, security, property tax, maintenance of common areas, salaries) until hand over of building and common area in Project in favor of the Society, subject to a maximum period of eighteen months from the date of notice specified herein. The amounts so paid by the Allottee to the Developer shall not carry any interest and remain with the Developer until a handover of Project to the Society. The Allottee undertakes to pay such contribution within fifteen days of receiving notice that the said Flat is ready for possession and shall not withhold the same for any reason whatsoever. Provided that if the Allottee does not pay its share of the common maintenance charges within 15 days of receiving the notice of demand in this regard then the Developer shall be entitled to hold possession of the said Flat and levy interest on such delayed payment from the date when the payment is due till the date of actual payment, as prescribed under MAHA RERA and rules made thereunder.

9.4. That the Developer shall not be liable to repair or maintain the common areas like staircase, lifts, lobbies if these are damaged by the Allottee while shifting goods or while getting interior work done in the Flat purchased. The Allottee shall be liable to restore the original position of damaged areas at his own cost and effort.

9.5. Where the Allottee has to make any payment in common with other Allottees in said Project, the same shall be in proportion which the carpet area of the said Flat bears to the total carpet area of all Flats in the said Plot.

9.6. All expenses towards maintenance shall be paid from such bank account till the Society is formed and thereafter such bank account shall be closed and entire accounts and amount if any therein shall be handed over by the Developer to the Society. In case of any deficit in the account the Developer shall be entitled to collect the deficit proportionately from the Society before handover of the said Project.

10. The Allottee shall, on or before delivery of possession of the said Flat pay to the Developer further lumpsum amount as determined by the Developer on following account:

(i) for share money, application entrance fee of the Society;

(ii) for proportionate share of taxes and other charges/levies in respect of the Society;

(iii) for payment towards provisional monthly contribution towards outgoings of Society; &

(iv) for payment towards Water, Electric, and other utility and services connection charges;

11. The Allottee shall pay to the Developer a sum computed pro-rata for meeting all legal costs, charges and expenses, including professional costs of the Attorney – at – Law / Advocates of the Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of lease.

12. At the time of registration of Lease / assignment of lease of the structure of the Project to the Common Organization, the Allottee shall pay to the Developer, the Allottees' share of stamp duty and registration charges payable, by the said Common Organization on such assignment of lease or any document or instrument of transfer in respect of the structure of the said Project.

13. Representation and Warranties of the Developer

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

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

13.2. The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.

i. There are no encumbrances upon the Plot or the Project except those disclosed in the title report;

ii. There are no litigations pending before any Court of law with respect to the Plot or Project except those disclosed in the title report;

13.3. The Developer has disclosed all drawings, sale plans, other drawings as given to the Developer by the appointed Architect, Structural Consultants and any other consultants appointed by the Developer to the Allottee and the Allottee is aware that professional liability has been undertaken by them individually with the Developer which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the Allottee and based on these said details of the drawings any of the calculations and areas shown, the Allottee has agreed to take the said Flat.

13.4. All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas.

13.5. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein may prejudicially be affected.

13.6. The Developer 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 Plot, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement.

13.7. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement.

13.8. The Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project to the Society of the Allottees as per the terms and conditions of the Primary instrument ie. The Dvelopment Agreement.

13.9. The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever payable with respect to the said Project to the competent authorities till receipt of occupancy certificate for the said Project.

13.10. That after delivery and handover of buildings to the respective societies, the Flat owners in the Project will be liable to pay all charges and taxes payable to the CIDCO, NMMC and other competent authorities in respect of their Flats and said Plot as may be levied by CIDCO and NMMC from time to time.

13.11. 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 Developer in respect of the Plot and/or the Project except those disclosed in the title report.

13.12 All drawings, sale plans, and other drawings are as given to the Developer by the appointed Architect, Structural Consultants, and other consultants. The Developer has disclosed the same to the Allottee and the Allottee is aware that professional liability has been undertaken by them individually with the Developer which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the Allottee and based on these said details of the drawings any of the calculations and areas are shown, the Allottee has agreed to take the said Apartment.

13.13 The Developer herein has decided to have the name of the Project "EV 9 SQUARE" and further erect or affix Developer's name board at suitable places as decided by the Developer herein on the building and at the entrances of the scheme. The Developer is also entitled to put/fix permanent attractive signboard, digital board, glow sign, name of the building, name of the Project and brand name of the Developer at the

gate and/or on the plot and/or on the Building.

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

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

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

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

14.4. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel/ core-cut or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Flat without the prior written permission of the Developer and/or the Society. The Allottee shall not enclose the chajjas, service slab, etc., in the said Flat.

14.5. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Plot and the Building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

14.6. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Plot and the building in which the Flat is situated.

14.7. Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Flat is situated.

14.8. To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.

14.9. That after delivery and handover of the Project to the Society, as per the terms and conditions of the Primary instrument ie. The Dvelopment Agreement, the Flat owners in the project will be liable to pay all charges and taxes payable to the CIDCO, NMMC and other competent authorities in respect of their Flats and said Plot as may be levied by CIDCO and NMMC from time to time including the CIDCO Transfer charges.

14.10. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Developer under this Agreement are fully paid up.

14.11. The Allottee 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 Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

14.12. Till the conveyance / handover of the Project/ building in which Flat is situated is executed in favour of the Society, the Allottee shall permit the Developer 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 as per the terms and conditions of the Primary instrument ie. The Dvelopment Agreement.

14.13. The Developer and/or its agent shall at all times be allowed to enter the said Project and the Plot to show the unsold shops and flats in the said Project to potential buyers until such time all Flats are sold.

14.14. That the Allottee shall indemnify and keep indemnifying the Developer towards or against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee.

14.15. That nothing herein contained shall construe as entitling the Allottee any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc. of the remaining portion of the proposed Project layout unless specifically agreed and consideration dispensed by the Allottee to the Developer in this regard.

14.16. That the parking spaces allotted to the Allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle. That this has been clearly made aware to the Allottee and the same has been agreed by the Allottee to follow.

15. (i) The Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee towards Total Consideration of the said Flat and as advance or deposit, sums received on account of the share capital for the promotion of the Society, towards the out goings, legal charges and shall utilize the amount only for the purpose for which they have been received etc.

(ii) The Allottee/s shall make all payments of the Total Consideration to the Developers through an account payee cheque / demand draft / pay order / wire transfer / electronic transfer any other instrument drawn in favour of " " A/c No. _____, IFSC NO – _____ with _____Bank, Branch _____, Navi Mumbai. In case of any financing arrangement entered by the Allottee/s with any financial institution for availing home loan with respect to the said Flat, the Allottee/s undertakes to direct such financial institution to disburse/pay all such amounts towards Total Consideration due and payable to the Developers through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of "_____ _____" A/c No. _____, IFSC NO – _____ with _____ Bank, Branch _____, Navi Mumbai. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Allottee/s. In case of change of bank account number as mentioned above, the Allottee/s shall make payment as conveyed by Developers in writing to the Allottee/s. Provided that the Developer shall be allowed to withdraw the sums received from the Allottee and utilise the same as contemplated and permitted under the said Act and rules and regulations made thereunder.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Plot and Project or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the Society as hereinbefore mentioned as per the terms and conditions of the Primary instrument ie. The Dvelopment Agreement.

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

18. BINDING EFFECT

Forwarding this agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer 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 Developer. If the Allottee(s) fails to execute and deliver to the Developer 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 Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 **(**fifteen**)** days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

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

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as

reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flat /Flats in the Project and as per the terms and conditions of the Primary instrument ie. The Dvelopment Agreement.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in Vashi, Navi Mumbai after the Agreement is duly executed by the Allottee and the Developer 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 Navi Mumbai.

26. Upon receipt of possession of said Flat from the Developer, the Allottee shall get its name recorded in the CIDCO records as the owners of the Flat at its own cost and efforts by providing copy of this agreement in CIDCO.

27. Notices:

27.1. Upon receipt of possession of said Flat from the Developer, the Allottee shall get its name recorded in the CIDCO records as the owners of the Flat at its own cost and efforts by providing copy of this agreement in CIDCO.

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

Name & Address (Allottee) _____

Email: _____

Name (Developer) M/s **E.V. HOMES CONSTRUCTIONS PVT. LTD.**

Address: Office at 212, A WING Vardhaman Chambers, Plot No 84, Sector 17, Vashi, Navi Mumbai-400703

Email:sales@evhomes.net

(ii) It shall be the duty of the Allottee and the Developer 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 Developer or the Allottee, as the case may be.

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

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Developer 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. INVESTOR CLAUSE

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

31. DISPUTE RESOLUTION

Any dispute between Parties shall be settled amicably**.** In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. WAIVER NOT A LIMITATION TO ENFORCE

32.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Consideration Table including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottees.

32.2 Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

33. 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.

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

FIRST SCHEDULE

(the "***Entire Plot***")

All that piece or parcel of lease hold land being plot no. 16 admeasuring 6218.39 sq. meters and thereabout situated at sector 9, Vashi, Navi Mumbai, in the Registration Sub-District/Taluka of Thane and District of Thane and within the limits of Navi Mumbai Municipal Corporation and City and Industrial Development Corporation of Maharashtra Limited and bounded as under;

On or towards the North :

On or towards the South :

On or towards the East :

On or towards the West :

SECOND SCHEDULE

(the said "***Plot***")

All that piece or parcel of lease hold land being part of said entire plot no.16, admeasuring 5330.04 sq. meters and thereabout and bounded as under;

On or towards the North :

On or towards the South :

On or towards the East :

On or towards the West :

THIRD SCHEDULE

(the said "***Project***")

One Residential cum Commercial Building of Basement, Ground plus Twenty seven (27) upper floors building and named as "EV 9 SQUARE" consisting of 19 shops on ground floor and 125 Flats on upper floors (115 flats for sale and 10 flats for CIDCO/NMMC sharing) all together utilizing FSI of 25083.343 sq. meters to be constructed on all that piece and parcel of Plot more particularly described in the Second Schedule.

FOURTH SCHEDULE

(Amenities in the said project)

FIFTH SCHEDULE

(the "***Flat***")

Residential unit bearing Flat number _____ admeasuring _____ sq. metes carpet area on _____Floor and one covered parking space in the said Project described in Third Schedule hereinabove. In addition, the Allottee is entitled to enclosed balcony, terrace and

cupboard totally admeasuring about_____ sq. meters being ancillary area (the "additional area") in the Project Known as "_____" being described in Third Schedule hereinabove and constructed on the said Plot more particularly described in the Second Schedule hereinabove.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED **BY THE WITHIN NAMED "DEVELOPER"** **M/s. E.V. HOMES CONSTRUCTIONS PVT. LTD.** Through its Director			
	Signature	Thumb Impression	Photo
SHRI. E.V THOMAS			
In the presence of: 1._____ 2._____			
SIGNED, SEALED AND DELIVERED **BY THE WITHIN NAMED ALLOTTEE**			
Name	Signature	Thumb Impression	Photo
In the presence of: 1._____			
2._____			

ANNEXURES

Annexure A: Layout plan of the said plot

Annexure B: Commencement Certificate granted by NMMC Annexure C:

RERA registration Certificate

Annexure D: Floor layout plan of said Flat

Annexure E: List of Internal Amenities to be provided by Developer in the said Flat

RECEIPT

Received with thanks from Allottee Shri/ Smt _____Adult, and Indian Inhabitant, residing at _____has paid a sum of Rs. _____/- (Rupees in _____ words only) as part payment on execution hereof as per terms & conditions of this Agreement for Sale of Flat No. _____, on_____ floor in the Project known as _____ to be constructed on all that piece and parcel of Plot more particularly described in SECOND SCHEDULE.

Date	Cheque No.	Bank Name	Cheque Amount
		Total	

The receipt is subject to realization of Cheques and receipt of TDS Certificate.

Date: _____

Place: Navi Mumbai

M/s. E.V. HOMES CONSTRUCTIONS PVT. LTD.

Through its Managing Director

SHRI. E.V. THOMAS