# AGREEMENT FOR SALE

This Agreement For Sale made at Bhayandar/Mira Road on this day of_____in the year _____ **BETWEEN:**

**PRAMANIK HOMES LLP,** A limited liability partnership firm under the provisions of Limited Liability Partnership Act, 2008 having its registered office at Walchand Darshan, Building No.1, 3rd Floor, Opp. Dmart, Off. 150 Feet Road, Bhayandar West, Thane – 401101 represented by one of its partner **Mr. Harish Prakash Jain,** hereinafter called as **"the Promoter"** of the One Part.

1. MR. NILESH P. JAIN (H.U.F.) Through its karta MR. NILESH P. JAIN;
2. MR. HARISH P. JAIN (H.U.F.), Through its karta MR. HARISH P. JAIN;
3. MISS KAVITA P. JAIN alias MRS. KAVITA HITESH SINGHAVI;
4. MRS. PUSHPA P. JAIN;

No.1 to 4 having its residence at Walchand Darshan, Opp. DMart, Off. 150 Feet Road, Bhayandar (West), Tal. & Dist. Thane – 401 101,

5. MR. DINESH N. PATEL (HUF), Through its karta Mr. Dinesbhai Narottambhai Patel residing at 3A/62, Rustoomji Regency, J.S. Road, Dahisar (W), Mumbai – 400 068; hereinafter referred to as the **"the Co-Promoter"** of the Second Part.

**AND** _____

_____

**Contact No:** **Email ID:**

Hereinafter referred to as **"the Allottee/s"** of the Third Part.

A. Originally Shri. Pandurang Narayan Patil and Shri. Rambhau Narayan Patil were the joint owners of land bearing Old Survey No. 272 i.e. New Survey No. 84, Hissa No.4, admeasuring 4180 sq. meters, all situate, lying and being at Village Navghar, Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of Mira Bhayandar Municipal Corporation. (Hereinafter referred to as **'The Said Property no.1'**)

B. Shri. Pandurang Narayan Patil died intestate on 27th July 1995, leaving behind his widow by name Smt. Parvatibai Pandurang Patil, three sons namely Shri Anant Pandurang Patil, Shri Shashikant Pandurang Patil, and Shri Mohan Pandurang Patil and three married daughters namely Smt. Janki Damodar Patil, Smt. Revathi Hareshwar Patil and Smt. Vasanti Madhukar Raut, as his heirs and legal representatives entitled to the undivided share of the deceased in the said properties. By a Mutation Entry No. 422, dated 15th July, 1998, the names of the said Smt. Parvatibai Pandurang Patil, Shri Anant Pandurang Patil, Shri Shashikant Pandurang Patil, Shri Mohan Pandurang Patil, Smt. Janki Damodar Patil, Smt. Revathi Hareshwar Patil and Smt. Vasanti Madhukar Raut, came to be recorded in the 7/12 extract of the said properties as the heirs of late Shri. Pandurang Narayan Patil.

C. Shri Rambhau Narayan Patil died intestate on 30th July 1991, leaving behind his widow by name Smt. Narmada Rambhau Patil (since deceased) and a son by name Shri. Rajendra Rambhau Patil and a daughter by name Smt. Shakuntala Neelkanth Patil, as his heirs and legal representatives entitled to the undivided share of the deceased in the said properties. By a Mutation Entry No. 423, dated 15th July, 1998, the names of the said Smt. Narmada Rambhau Patil (since deceased), Shri Rajendra Rambhau Patil, and Smt. Shakuntala Neelkanth Patil, came to be recorded in the 7/12 Extract of the said properties as the heirs of late Shri Rambhau Narayan Patil.

D. In the premises aforesaid the said Smt. Parvatibai Pandurang Patil, Shri Anant Pandurang Patil, Smt. Kunda Anant Patil, Shri Nitin Anant Patil, Shri Deepak Anant Patil, Smt. Harshala Sanjay Mhatre, Shri Shashikant Pandurang Patil, Smt. Vandana Shashikant Patil, Shri Jaydeep Shashikant Patil, Miss Dhanashree Shashikant Patil, Shri Mohan Pandurang Patil, Smt. Vaishali Mohan Patil, Miss Tejashvi Mohan Patil, Shri Akshay Mohan Patil, Shri Rajendra Rambhau Patil, Smt. Janki Damodar Patil., Smt. Revati Hareshwar Patil, Smt. Vasanti Alias Vaijayanti Madhukar Raut and Smt. Shakuntala Neelkanth Patil were absolutely seized and possessed off and/or otherwise well and sufficiently entitled to the said properties, as the owners thereof.

E. By a Deed of Conveyance, dated 26th July, 2013, registered in the office of Sub-Registrar, Thane under Sr. No. TNN- 7/5726/2013, dated 29th July, 2013, executed by the said Smt. Parvatibai Pandurang Patil and others sold, transferred and conveyed the said properties to M/s. Arihant Housing, for the consideration mentioned therein. Simultaneous to the execution of the said Deed of Conveyance, dated 26th July, 2013, the said Smt. Parvatibai Pandurang Patil and others had executed an Irrevocable General Power of Attorney dated 26th July, 2013, registered in the office of Sub-Registrar of Assurance at Thane under Sr. No. TNN-7 /5727/2013, dated 29th July, 2013, in favour of the partners of M/s. Arihant Housing, conferring upon them several powers inter-alia power to deal with the said property no.1.

F. By and under a Release Deed dated 27.02.2017, duly registered before the Sub-Registrar of Assurance Thane bearing document No. TNN4-692-

2017 on 28.02.2017, The Estate Investment Co. Pvt. Ltd. released their claim, rights, title and interest of the property bearing Survey No. Old Survey No. 272, New Survey No. 84, Hissa No. 4 in favour of M/s. Arihant Housing for the consideration and upon the terms and conditions as mentioned therein.

G. By a Deed of Conveyance, dated 23rd February, 2017, registered in the office of Sub-Registrar, Thane under Sr. No. TNN- 7/2083/2017, executed by the said M/s. Arihant Housing sold, transferred and conveyed the said property no.1 to the Co-Promoter herein.

H. By a Development Agreement, dated 18th December, 2023, the Co-Promoter herein granted development rights in respect of the said property no.1 on terms and conditions and in consideration for an area mentioned in the said Development Agreement (hereinafter referred to as "the Development Agreement").

I. Originally, M/s. Arun Construction Co. was the owner of land bearing Old Survey No. 272 i.e. New Survey No. 84, Hissa No.3, admeasuring 3970 sq. meters assessed at Rs.2.57ps. situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District Thane, in the Registration District and Sub District Thane and now within the limits of Mira Bhayandar Municipal Corporation.

J. Out the said land the said M/s. Arun Construction Co. have sold an area admeasuring 42 sq. meters out of total area admeasuring 3970 sq. meters forming portion of land bearing Old Survey No. 272 i.e. New Survey No. 84, Hissa No.3, situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District Thane, in the Registration District and Sub District Thane and now within the limits of Mira Bhayandar Municipal Corporation to the Promoter herein (hereinafter referred to as the **said property no.2**)

K. In pursuance to the said Development Agreement dated 18th December, 2023 and Deed of Conveyance dated 28th December, 2023 the Promoter herein is entitled and enjoined upon to construct buildings on the project land (i.e. Said Property No.1 and Said Property No.2 collectively) in accordance with the recitals hereinabove.

L. AND WHEREAS the Promoter is in possession of the project land.

M. AND WHEREAS the Promoter has proposed to construct one building being Stilt + Podium/s + 28 Upper floors + Recreation Floor on the project land. The said Building shall comprise of residential/commercial units/premises /apartment/flats.

N. AND WHEREAS the Allottee is offered an Apartment bearing no. _____on the _____ floor (herein after referred to as the said "Apartment") in Building called as "Walchand Avenue" (herein after referred to as the said "Building") being constructed in the 1st phase of the said project.

O. 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 Architects.

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

Q. 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 building/buildings.

R. AND WHEREAS by virtue of the Agreement for Development and Deed of Conveyance the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee/s of the Apartments to receive the sale consideration in respect thereof;

S. 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 Architects M/s. D.N. Patel & 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 referred in these presents.

T. AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII 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.

U. AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority i.e. Mira Bhaindar Municipal Corporation have been annexed hereto and marked as Annexure C-1.

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

W. 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.

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

Y. AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

Z. AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AA. AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment bearing no. _____on the_____ floor, in the Building called as "Walchand Avenue" being constructed in the 1st phase of the said project.

BB. 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, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

CC. 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.

DD. AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs.000/- (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 the balance of the sale consideration in the manner hereinafter appearing.

EE. 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 Registration Act, 1908.

FF. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter

hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment and the garage/covered parking(if applicable)

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

1. The Promoter shall construct one building being Stilt + Podium/s + 28 Upper floors + Recreation 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 bearing no. ____ on the _____ floor, of carpet area admeasuring _____ sq. meters in the Building called as "Walchand Avenue" (hereinafter referred to as "the Apartment") more particularly described in the Second Schedule written hereinafter; as shown in the Floor plan thereof hereto annexed and marked Annexure D for the consideration of Rs. 00/- including Rs. ----- /- 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 Annexure annexed herewith. The usage of the same shall be in common with other Allottees/Occupants/ Users.

(ii.) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos_____ situated at _____ Basement and/or _____ podium being constructed in the layout for the consideration of Rs._____/-

1(b) The total aggregate consideration amount for the apartment is thus Rs._____/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs._____/- (Rupees_____Only) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs./- in the following manner :-

i. Amount of Rs./- (not exceeding 10% of the total consideration) to be paid to the Promoter on or before the execution of Agreement.

ii. Amount of Rs./- (not exceeding 30% of the total consideration) to be paid to the Promoter on completion of the Piling of the building or wing in which the said Apartment is located.

iii. 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.

iv. Amount of Rs./- (not exceeding 50% of the total consideration) to be paid to the Promoter on completion of the 5th slab including podiums and stilts of the building or wing in which the said Apartment is located.

v. Amount of Rs./- (not exceeding 55% of the total consideration) to be paid to the Promoter on completion of the 10th slab including podiums and stilts of the building or wing in which the said Apartment is located.

vi. Amount of Rs./- (not exceeding 60% of the total consideration) to be paid to the Promoter on completion of the 15th slab including podiums and stilts of the building or wing in which the said Apartment is located.

vii. Amount of Rs./- (not exceeding 65% of the total consideration) to be paid to the Promoter on completion of the 20th slab including podiums and stilts of the building or wing in which the said Apartment is located.

viii. Amount of Rs./- (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the 28th slab including podiums and stilts of the building or wing in which the said Apartment is located.

ix. Amount of Rs./- (not exceeding 75% of the total consideration) to be paid to the Promoter on completion

of the walls, internal plaster, floorings doors and windows of the said Apartment.

x. Amount of Rs./- (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

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

xii. 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.

xiii. 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(d) The Total Price above excludes other charges and taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Good and Service Tax GST and all levies, duties and cesses and/or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Service Tax, Value Added Tax, Goods and Service Tax and all other applicable indirect and direct taxes, stamp duty and registration charges on these presents and duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable

under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

1(e) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/ rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) In the case of advance payment received, discount has been deducted from consideration, as mutually agreed and consideration mentioned in the agreement is net consideration.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual c at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2(a) of this Agreement.

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

1(i) If the Allottee/s in order to augment the resources in his/her/their hands for the purpose of payment of consideration amount to the Promoters under this Agreement for Sale intends to seek loan from any financial institutions / banks, etc. against the security of the said premises then in such a case the Allottee/s shall be required to obtain on the letterhead of the respective financial institutions/bank's, etc. the loan /pre-sanction loan letter and only against which the Promoters will issue the NOC for mortgage of the said Premises to the Allottee/s. Further when such financial institution/ bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the Cheque/Pay Order/Demand Draft, of the Loan amount or installment/s in the name of the Promoters only and in the event such financial institution/ bank, etc. issues Cheque/Pay Order /Demand Draft of Loan amount or installment/s in any other name or account, then such financial institution/ bank, etc. shall do so at their own risk and the Promoters shall not be liable for any cost and consequences arising therefrom and in such event the Allottee/s shall not be absolved of payment of purchase consideration and consequences for non-payment/default in payment shall be followed.

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 and/or completion certificates 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 said Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate, 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 Promoter as provided in clause 2 (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 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index 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. It is mutually agreed between the parties, that in case of increase in FSI the Promoter shall be permitted to construct the additional building/s and/or upper floors on the said building/s as may be permitted by the local authority. The Allottee hereby gives his consent unconditionally for allowing the Promoter to construct the said additional FSI that may arise in future on the said building/s or any other space/land in the said project.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the said 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(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 5.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount equivalent to 10% of the total consideration mentioned hereinabove which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

Further, upon termination of this agreement, the Promoter shall not be liable to pay to the Allottee any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Allottee simultaneously, with the Promoter and the Allottee executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee entirely. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the car park/s and that the receipt of the

said refund by cheque from the Promoter by the Allottee by registered post acknowledgement due at the address given by the Allottee in these presents whether the Allottee accept/s or encash/s the cheque or not, will amount to the said refund and the refund amount accepted by the Allottee is in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of Apartment to Allottee on or before 31st day of December, 2028. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 5.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of 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/or 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 said Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of

allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 **Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 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 said 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 on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

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

tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

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

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

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

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

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

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and not for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited

Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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 the interest of the Original Owner 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 Vendor/Lessor/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 outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or

wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs.____---- /- per month towards the outgoings at the time of possession. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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 Water, 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 Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

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 or the Project except those disclosed in the title report;

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

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable

laws in relation to the Project, project land, Building/wing and common areas;

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 and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment 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 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 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; however after the execution of these presents it shall be the liability of the Allotee/s to pay the same.

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 and/or the Project except those disclosed in the title report.

14. The Allottee/s 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 packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and

protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

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 do or permit to be done any act or thing which may render void or voidable any insurance of the said Free Sale Portion and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

vii. Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Organization and of the MCGM and other concerned authorities;

viii. Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever;

ix. Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises/Building in any manner whatsoever;

x. 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.

xi. 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.

xii. Bear and pay in a timely manner and forthwith, all the amounts, dues, taxes, installments of the Sale Consideration, as required to be paid under this Agreement;

xiii. Not to change the user of the said Premises without the prior written permission of the Promoter and the Society and the concerned government authority;

xiv. 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.

xv. 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, taxes, deposits, cesses, the Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement are fully paid up.

xvi. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xvii. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xviii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all

reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xix. The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof; and

xx. Till the Society Transfer is executed in favour of the Society, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Free Sale Plot, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.

xxi. The Allottee shall not at any time do any work in the said Premises, which would jeopardize the soundness or safety of the said Building or prejudicially affect the same;

xxii. To use the passenger lifts in the said Building for the period and in accordance with the rules and regulations framed by the Promoter or the Organization, from time to time. The Allottee shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Building including the said Premises;

xxiii. To pay all amounts agreed or liable to be paid by the Allottee pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee and shall keep the Promoter indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoter by reason of non-payment non-observance and/or non-performance thereof;

xxiv. The Promoter shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the un-disposed premises in the said Building but the Allottee will pay all such charges without any dispute;

xxv. The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the said Building for storage or for use by servants at any time;

xxvi. The Allottee shall not display at any place in the said Premises /Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common areas therein or in any other place or on the window, doors and corridors of the said Building;

xxvii. Neither the Allottee nor the Organization, as and when it is formed shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Promoter under this Agreement, the Development Agreement, the Tender or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned herein, and the Allottee and the said Organization, as and when it is formed, shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same;

xxviii. In the event Allottee would carry out any unauthorized construction / modification or has caused any damage to the said Premises or any portion of the said Building or any structure, facility or amenity on the said Free Sale Plot, then the Allottee shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoter, the said Organization and/or the concerned government, local or public bodies or authorities in that regard;

xxix. The Allottee shall indemnify and keep indemnifying the Promoter towards/against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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 Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said 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/Limited Company or other body and until the project land is transferred to the Apex Body /Federation 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 said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to the said 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(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default,

which if not rectified within 15 **(**fifteen**)** days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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 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 said Apartment, in case of a transfer, as the said obligations go along with the said 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 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 said Apartment to the total carpet area of all the Apartments 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 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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, 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 Bhayandar/Miraroad.

26. The Allottee and/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's Address) :
Notified Email ID :
M/s Promoter name : PRAMANIK HOMES LLP
(Promoter Address) : 3rd Floor, Bldg. No.1, Walchand Darshan, Opp. Dmart, Off. 150 Feet Road, Bhayandar (West), Thane 401101
Notified Email ID : walchandavenue@gmail.com

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

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 settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. **GOVERNING LAW:**

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

32. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings

given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.

33. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:-**

i. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modifications(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

ii. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

34. The Promoter shall be entitled to put up hoardings /boards/logo of its brand name viz. “WALCHAND” “WALCHAND AVENUE in the form of neon

signs, MS letters, vinyl and sun boards on the Real Estate Project and on the façade, terrace, compound wall or other parts of the Real Estate Project. The Promoter shall also be entitled to place, select and decide the hoarding/board sites.

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

## THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THESE piece or parcels of land bearing Old Survey No. 272 i.e. New Survey No. 84, Hissa No.4, admeasuring 4180 sq. meters assessed at Rs.2.12ps., and Old Survey No. 272 i.e. New Survey No. 84, Hissa No.3 admeasuring 42 sq. meters out of total area admeasuring 3970 sq. meters assessed at Rs.2.57ps., both situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District Thane, in the Registration District and Sub-District Thane and now within the limits of Mira Bhayandar Municipal Corporation.

## THE SECOND SCHEDULE ABOVE REFERRED TO :

An Apartment bearing no. _____ on the _____ floor, of carpet area admeasuring _____ sq. meters in the building called as **"Walchand Avenue"** constructed on the property described in the First Schedule hereinbefore written.

**SIGNED AND DELIVERED BY THE** }
**WITHIN NAMED PROMOTER** }
**Pramanik Homes LLP** }
Through its Partners }
1. **Mr. Harish Prakash Jain** }
}
}
2. **Mr. Sangam Dinesh Patel** }
}
in the presence of WITNESSES: }
1. Name : _____ }
Signature : _____ }
2. Name : _____ }

Signature : _____ }

**SIGNED AND DELIVERED BY THE** }

**WITHIN NAMED CO-PROMOTER** }

1. Mr. Nilesh P. Jain (HUF) }

Through its karta/manager }

Mr. Nilesh P. Jain }

2. Mr. Harish P. Jain (HUF) }

Through its karta/manager }

Mr. Harish P. Jain }

3. Miss Kavita P. Jain }

Alias Mrs. Kavita Hitesh Singhavi }

}

4. Mrs. Pushpa P. Jain }

}

}

5. Mr. Dinesh N. Patel (HUF) }

Through its Karta }

Mr. Dineshbhai Narottambhai Patel}

in the presence of WITNESSES: }

1. Name : _____ }

Signature : _____ }

2. Name : _____ }

Signature : _____ }

**SIGNED AND DELIVERED BY THE** }

**WITHIN NAMED ALLOTTEE** }

(including joint buyers) }

}

}

At_____ on _____}

in the presence of WITNESSES: }

1. Name : _____ }

Signature : _____ }

2. Name : _____ }

Signature : _____ }

## RECEIPT

RECEIVED of and from the withinamed }
Purchaser, the sum of Rs.000/- }
(Rupees Only) }
by way of part payment / full sale price }
/consideration hereinabove mentioned, }
by cash/cheque / DD / RTGS / NEFT bearing }
No. dated drawn on }
}

Rs.000/-

WE SAY RECEIVED

**PRAMANIK HOMES LLP**

**PARTNER**

Witness:-

1._____

2._____