AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai on this ..... day of ..... in the year Two Thousand and Twenty Four;

BETWEEN

MAHAVIR MILLENNIUM LLP (PAN NO.: _____), a limited liability partnership firm registered under Limited Liability Partnership Act, 2008 and having its office at 1 & 2, Ground Floor, Building No. 4, Kandhari Colony, Road No. 2, Chembur (East), Mumbai 400 071, hereinafter referred to as "**the Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partners for the time being and from time to time and the respective heirs, executors, administrators and assigns of the last surviving partner) of the One Part;

AND

MR./MS./M/S._____(PAN No.: _____) having address at _____ _____, hereinafter referred to as "**the Allottee**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in case of an individual, his/her/their heirs, executors, administrators and permitted assigns; in case of a limited company, its successors and permitted assigns; in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner; in case of a Trust the Trustees or Trustee of the said Trust, the survivors or survivor of them, his/her/their heirs, executors, administrators and permitted assigns) of the Other Part.

WHEREAS :-

(A) THE THADOMAL MUSHTAKRAM AND JOTSING THADOMAL SHAHANI TRUST, hereinafter referred to as "**the First Trust**" is well and sufficiently entitled to all that piece or parcels of land or ground bearing Plot No. 191 admeasuring about 2,053 sq. yards. equivalent to 1716.57 sq. mtrs. or thereabouts and bearing C.T.S Nos. 1109 and 1109/1 to 1109/13 of Village Chembur in Taluka Chembur along with the building structure and garage structures and fully occupied by tenants/occupants

standing thereon and hereinafter referred to as "**the First Property**" and more particularly set out in the **First Schedule** hereunder written.

(B) After obtaining the permission from the Charity Commissioner, by and under a Development Agreement dated 31st December, 2012 **(the said First Development Agreement)** executed between the First Trust, through its the authorized trustees (i) Shri Narain K. Shahani, (ii) Smt. Saroj N. Shahani, (iii) Shri Kishore Shahani, (iv) Smt. Maya K. Shahani and (v) Shri Akhil K. Shahani, therein referred to as "the Trust" of the One Part and the Promoter herein, therein referred to as "the Developers" of the Other Part, the First Trust granted the sole, exclusive and irrevocable development rights in respect of the First Property with the ultimate purpose of conveying and transferring the First Trust's right, title and interest in the First Property unto and in favour of the Promoter, for a consideration and on terms and conditions stated therein. The said First Development Agreement is registered with the Sub-Registrar of Assurances at Kurla-1 under Serial No. KRL-1/4033/2013 on 30th April, 2013.

(C) DEWAN LILARAM DUHILANOMAL SADARANGANI AMIL DHARMADA TRUST, hereinafter referred to as "**the Second Trust**" is well and sufficiently entitled to all that piece and parcel of land or ground admeasuring approximately admeasuring 1,208 sq. yards. or thereabouts and equivalent to 1,010.04 sq. mtrs. bearing Plot No. 190 and CTS Nos. 1108 and 1108/1 to 8 of Village Chembur in Taluka Chembur along with building structure and garage structures standing thereon fully occupied by tenants/occupants, hereinafter referred to as "**the Second Property**" and more particularly set out in the **Second Schedule** hereunder written.

(D) After obtaining the permission from the Charity Commissioner, by and under a Development Agreement dated 31st December 2012 **(the said Second Development Agreement)** executed between (1) the Second Trust, through its then authorized trustees (i) Shri. Kishore Shahani, (ii) Shri. Kishu Mansukhani and (iii) Smt. Anjula Mansukhani, therein referred to as "the Trust" of the First Part, (2) The Thadomal Mushtakram and Jotsing Thadomal Shahani Trust viz. the First Trust, through its then authorized trustee Shri Kishore Shahani, therein referred to as "the Confirming Party" of the Second Part and (3) the Promoter herein, therein referred to as "the Developers" of the Third Part, the Second Trust granted in favour of the Promoter the sole, exclusive irrevocable development rights in respect of the Second Property and the First Trust relinquished, surrendered and assigned

all its leasehold right, title and interest in respect of unbuilt open plot of land admeasuring 718 sq. yrds. and the structures standing therein and forming part of the Second Property and occupied by monthly tenants and subject to rights of the monthly tenants in favour of the Promoter and as more particularly described in the Schedule thereunder written, for a consideration and on terms and conditions stated therein. The said Second Development Agreement is registered with the Sub-Registrar of Assurances at Kurla-1 under Serial No. KRL-1/4031/2013 on 6th May 2013.

The First Property and the Second Property are hereinafter collectively referred to as "**the said Project Land**" and delineated by red colored boundary lines on the plan thereof hereto annexed and marked as **Annexure '1'**. The said First Development Agreement and the said Second Development Agreement are hereinafter referred to as **"the said Development Agreements".**

(E) In view of the said Development Agreements, the Promoter is fully entitled to develop the said Property and proposing to develop the same as a single lay out by demolishing the structures standing thereon and construct New Building thereon.

(F) The Promoter has proposed to construct on the said Project Land one residential cum commercial building consisting of 2 Wings of 2 Basements + Ground + 1st to 15th upper floors known as **'Arham Mourya'** (hereinafter referred to as "**the New Building**") by using the available FSI as also the FSI available by way of Transfer of Development Rights (TDR) plus fungible compensatory FSI as per the present Development Control Promotion Regulations for Greater Mumbai, 2034 ("**DCPR Rules**") as amended from time to time (hereinafter referred to as "**the Project**").

(G) The Promoter has entered into a standard Agreement with M/s. B.H. Wadhwa & Chhadva Associates registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

(H) The Promoter has appointed a structural Engineer Mr. Bahubali T. Dhamane of M/s. Shravani Consultant, Structural Engineers, for the preparation of the structural design and drawings of the New Building and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the New Building.

(I) By virtue of the said Development Agreements, the Promoter has sole and exclusive right to sell the Apartments in New Building to be constructed by the Promoter on the said Project Land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof.

(J) The authenticated copy of Certificates of Title dated 28th July 2023 issued by M/s. K Ashar & Co., Advocate & Solicitors of the Promoter is annexed hereto and marked as **Annexure '2' Colly.**

(K) The said Project Land is presently categorized as C as per the Property Register Cards issued in respect of the said Project Land. Copies of the City Survey Property Register Cards issued in respect of the said Project Land are hereto annexed and marked as **Annexure '3'**.

(L) In the meantime, upon the necessary application, plans, sections and specifications in respect of the proposed New Building to be constructed on the said Project Land being submitted by the Promoter to Municipal Corporation of Greater Mumbai (**MCGM**), MCGM issued its Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act under Ref. No. P-8546/2021/(1108 And Other)/M/W Ward/CHEMBUR-W/337/1/New. Copy of Intimation of Disapproval under Ref. No. P-8546/2021/(1108 And Other)/M/W Ward/CHEMBUR-W/337/1/New dated 1st August 2022. Further, MCGM also issued amended Letter of Approval under Ref. No. P-8546/2021/(1108 And Other)/M/W Ward/CHEMBUR-W/337/2/Amend dated 8th August 2023 and approved the plans and specifications are hereto annexed as **Annexure '4' Colly**. Furthermore, MCGM also issued Certificate of Commencement under Ref. No. P-8546/2021/(1108 And Other)/M/W Ward/CHEMBUR-W/337/1/New dated 1st August 2022 approving the commencement of the construction of the new building as per amended plans and the Commencement Certificate being re-endorsed on 23rd August 2023 upto top of Basement Slab are hereto annexed as **Annexure '5' Colly.**

(M) The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the New Building and open spaces are proposed to be provided for the Project have been annexed hereto and marked as **Annexure '6'.**

(N) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by MCGM have been annexed and marked as **Annexure '7'**.

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

(P) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Project Land and the New Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the New Building shall be granted by the concerned local authority.

(Q) The Promoter has accordingly commenced construction of the New Building in accordance with the said proposed plans.

(R) As on date the Promoter has mortgaged the development rights granted to the Promoter under the said Development Agreements along with the unsold flats to the Bank/ Financial Institution as more particularly mentioned in **Annexure '8'** herein. The Promoter shall clear the mortgage debt in all respect before the execution of conveyance or other transfer document in respect of the said Project Land in favour of the Society/ Limited/Apex Body to be formed of the Purchaser/s in the New Building.

(S) The Allottee has applied to the Promoter for allotment of an Apartment No. ..... on .....floor of the New Building and more particularly described in the Third Schedule hereunder written being constructed on the said Project Land.

(T) The carpet area of the 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 Apartment for exclusive use of the Allottee or verandah area and exclusive open

terrace area appurtenant to the Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

(U) Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees .....) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

(V) The development/redevelopment of the said Project Land/Project proposed by the Promoter, has been registered as a 'real estate project' with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**") and the Regulations. The Authority has duly issued Certificate of Registration No. P51800053514 for the Project (hereinafter referred to as the "**RERA Certificate**") and a copy of the RERA Certificate is annexed and marked as **Annexure '9'** hereto;

(W) The Purchaser/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has/have caused the RERA Certificate as well as all details on the website of MahaRERA pertaining to the Project to be examined in detail by his/her/their/its Advocates and/or other consultants. The Purchaser/s has/have agreed and consented to the development of the said Project Land, in the manner mentioned in the RERA Certificate. The Purchaser/s has/ have prior to the date hereof, demanded from the Promoter and the Promoter has given full, free and complete inspection to the Purchaser/s of all the documents of title relating to the said Project Land, the said plans, designs and specifications prepared by the Promoter's Architect, Engineers and approved by the concerned authorities and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("**MOFA**") and RERA (herein collectively referred to as "**the said Acts**") and the Rules made there under. The Promoter has furnished to the Purchaser/s true copies of all such documents as mentioned hereinabove and shall be provided

with any other document as and when necessary, under any other law as may be applicable from time to time. The Purchaser/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required RERA and the RERA Rules and has understood the documents and information in all respect. The Purchaser/s has/have entered into the said Agreement knowing fully well and understanding the contents and the implications thereof and has/ have fully satisfied himself/ herself/ themselves as regards the title of the Promoter to the said Property and the Promoter's right to sell various premises in the said Project to be constructed on the said Property and hereby agrees not to raise any requisitions on or objections in regard thereto.

(X) 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.

(Y) Under section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of the Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable).

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

1. The Promoter shall construct the New Building consisting of 2 Wings of 2 Basements + Ground + 1st to 15th upper floors on the said Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ..... of carpet area admeasuring ..... sq. mtrs. on ..... floor in the building (hereinafter referred to as "**the Apartment**") as shown in the Floor plan thereof hereto annexed and marked **Annexure 7** for the consideration of Rs. ...../- (Rupees _____only) including Rs. ...../- (Rupees _____only) 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 Fourth Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/-

(iii) 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 stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/-.

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

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

i. Amount of Rs. _____ (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs. _____ (Rupees _____ only) (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 Apartment is located.

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

iv. Amount of Rs. _____ (Rupees _____ only) (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 Apartment.

v. Amount of Rs. _____ (Rupees _____ only) (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 Apartment.

vi. Amount of Rs. _____ (Rupees _____ only) (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 Apartment is located.

vii. Amount of Rs. _____ (Rupees _____ only) (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 Apartment is located.

viii. Balance Amount of Rs. _____ (Rupees _____ only) 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 Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment

1(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) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @- % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the New 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 45 (forty-five days) with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him 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. Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

1(i) The Allottee shall pay to the Promoter the corresponding instalment of the said consideration at the intervals and in the manner set out herein. In the event, the Allottee deduct/s Tax at Source ("TDS") from the said consideration, the Allottee shall pay the tax deducted to the government and deliver the relevant document i.e. TDS certificate/Form 16A/Challan, relating to each payment as per the provisions of the Income Tax Act, 1961 to the Promoter.

1(j) The Allottee confirms and undertakes to pay each and every instalment of the said consideration on their respective due dates without any delay or default, time being the essence of the contract. The Allottee agrees and confirms to pay the said consideration and all such amounts, which become due or payable by the Allottee under the provisions of this Agreement by Account Payee demand draft/pay order payable or RTGS to the Promoter at Mumbai or as per the instructions of the Promoter.

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 Certificate and/or Completion Certificate in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the 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 1 (c) herein above ("**Payment Plan**").

3.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the said Project Land is 2,720 square meters only and Promoter has planned to utilize Floor Space Index of 5.40 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 5.40 as proposed to be utilized by them the said 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. If due to any changes in DCPR or any policy change or any other applicable law whereby any construction beyond present development potential is possible before completion of the redevelopment (hereinafter referred to as the "**Excess FSI**") shall belong to the Promoter.

3.2 The Allottee acknowledges that, prior to entering into this Agreement, the Promoter have informed the Allottee that the Promoter intends to submit revised plans for the said Project Land and the New Building modifying and altering the sanctioned plans and that consequent thereto the New Building may consist of additional floor(s). The Allottee agrees that the Promoter have entered into this Agreement with the Allottee on an express representation made by the Allottee that he/she shall not object or dispute to the Promoter modifying and/or altering the sanctioned plans and to the construction of the additional floor(s) or part(s) thereof to the New Building, by the Promoter on any grounds or reasons whatsoever, including nuisance, annoyance, etc. if any, and the Promoter shall be entitled, either by itself or its their nominee/s, to construct and complete the said additional floor(s), on the New Building as they may desire in their absolute discretion without any interference or objection or dispute by Allottee. The Allottee hereby agrees to what is stated herein and such approval shall be deemed to be approval by the Allottee as required under the provisions of MOFA/RERA and the Promoter shall not be required to obtain any further approval, concurrence and/or approval in any manner whatsoever of the Allottee at the time of altering/ amending /modifying and /or submitting /re-submitting, as the case may be, the sanctioned plans for the New Building.

3.3 It is hereby agreed and confirmed by the Allottee and the Allottee hereby irrevocably agrees that, the Promoter is fully entitled to use and consume the entire FSI in respect of the said Project Land and / or which may be available at present or in future including by way of amendment to the rules, regulations, bye-laws and statute governing the said Project Land or in lieu thereof as also FSI which may be acquired/may have already been acquired as compensation for any area under setback or reservation in any form. The aforesaid FSI is also deemed to include FSI in respect of staircase, passage, lift, stilt, etc. of the New Building. It is specifically

agreed between the parties hereto that if anytime hereinafter there is any increase in FSI available in respect of the said Project Land, the Promoter shall be entitled to utilize the Excess FSI in terms of this Agreement and the Allottee hereby expressly authorize(s) and grants approval to the Promoter to utilize and consume such Excess FSI on the said Project Land by constructing and by making additions to the New Building by raising one or more floors and/or by constructing additional buildings/structures on the said Project Land so as to avail of the full FSI, as may from time to time, be available, without any further intimation to or approval of the Allottee. The Allottee hereby admit(s) and acknowledge(s) the Promoter's aforesaid right and shall not at any time raise any claim, dispute, objection or contention whatsoever in that behalf and hereby unconditionally and agrees to the same being done by the Promoter.

3.4 It is hereby agreed and confirmed by the Allottee and the Allottee hereby agrees that the Promoter shall be entitled to develop the said Project Land, by acquiring Fungible FSI, Premium FSI, TDR benefits for use with respect to the same and / or generating TDR with respect to the same. The Promoter shall be entitled to all the benefits arising out of the development of the said Project Land including but not limited to FSI, Fungible FSI, Premium FSI, TDR benefits and/ or any other benefits which may be available and/or become available at a later date, without being accountable to the said Allottee in any manner whatsoever and shall be at liberty to develop the said Project Land in any manner whatsoever. It is expressly agreed and understood between the Parties hereto that the Promoter shall be at liberty to develop the said Project Land in any manner whatsoever including but not limited to merging, amalgamating, clubbing and/or by subdividing the said Project Land as the case may be with any other property/ development scheme and/or as an integrated / phase wise development, as the case may be.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the said Act and the Rules made thereunder, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Apartment. The Allottee agrees to pay to the Promoter, interest as specified in the said Act and the Rules made thereunder**,** 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 4.1 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 their own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter as stated herein) within a period of 30 (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 without any interest. Upon such refund/ offer to refund, the Promoter shall be at liberty to dispose off / sell and / or deal with in any manner whatsoever the Apartment to such person(s) and at such price as the Promoter may in their absolute discretion deem fit, without any further act or consent/reference to the Allottee and the Allottee shall have no right, title, interest, claim, demand and / or dispute of any nature whatsoever against the Promoter and / or with respect to the Apartment, the New Building or any part thereof.

Provided further that upon termination of this Agreement in terms of Clause 4.2 hereinabove, the Promoter shall be entitled to forfeit a sum equivalent to 20 % (twenty percent) of the said consideration for the Apartment as mentioned hereinabove in Clause 1 (a) as liquidated damages.

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 New Building and the Apartment as are set out in **Annexure '10'** annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of December 2026. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till 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 New Building in which the Apartment is to be situated is delayed on account of -

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

(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 Apartment, to the Allottee in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the 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 agrees 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 (seven) days of receiving the Occupancy Certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 (fifteen) days of the written notice from the Promoter to the Allottee intimating that the Apartments is ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings

and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the New 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 its 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 that no such compensation would be payable to the Allottee if the defect is found on account alterations and additions made by the Allottee to the Apartment in contravention of the approved plans.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He/She shall use the garage or parking space only for purpose of keeping or parking vehicle.

9.1 The Allottee along with other allottee(s)s of Apartments in the New Building shall become the member of a society formed and registered by the Promoter under the Maharashtra Co-operative Societies Act, 1960 ("**the Society**") or a Limited Company and for this purpose also from time to time sign and execute the application for membership and other papers and documents necessary for becoming a member and duly fill in, sign and return to the Promoter within 15 (fifteen) days of the same being forwarded by the Promoter to Allottee, so as to enable the Promoter to register the same with the Society. The Promoter shall form the Society or a Limited Company within 3 (three) months of the majority of the apartments/flats/units/premises being sold and for which the Promoter has received the purchase price and other charges, taxes, or within 3 (three) months of the receipt of the Occupation Certificate whichever is later.

9.2 Within 15 (fifteen) 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 take possession of the Apartment and 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 said

Project Land and the New Building 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 said Project land and New Building. 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. _____/- (Rupees _____only) per month towards the outgoings until the Society takes over the management of the New Building. 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 New Building 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 New Building 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 Apartment 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. ...../- (Rupees _____only) 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 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.

11(a). The Promoter shall, within 3 (three) months from the date of registration of the Society or within 3 (three) months receipt of Occupation Certificate in respect of the Project, whichever is later, cause to be transferred to the Society, the rights, title and interest of the First Trust/the Second Trust/the Promoter in the said Project Land and the New Building by executing and registering the necessary Deed of Conveyance.

12. At the time of registration of conveyance of the structure of the New Building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the New Building. At the time of registration of conveyance of the said Project Land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said Project 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 said Project Land; as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said 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 said 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 said 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, the said Project Land and the New Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, the said Project Land and the New Building shall be obtained by following due process of law and the Promoter

has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Project Land, the New Building and common areas;

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

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project, including the Project and the 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 Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the New Building to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the New Building 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 Project to the competent Authorities; and

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

14. The Allottee/s or himself/herself 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 New 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 New 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 New 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 New Building in which the Apartment is situated, including entrances of the New Building in which the Apartment is situated and in case any damage is caused to the New 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 New 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 New 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 New 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 said Project Land and the New Building in

which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the compound or any portion of the said Project Land and the New Building in which the Apartment is situated.

vii. Pay to the Promoter within 15 (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 New Building in which the Apartment is situated.

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

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

x. The Allottee shall observe and perform all the rules and regulations which the Society or the 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 New 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 New Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the New Building in which Apartment is situated is executed in favour of Society/Limited Company, 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 New Building or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the said Project Land on which the New Building in which Apartment is situated is executed in favour of Society/Limited Company/Apex

Body or Federation, till the obligations of the Promoter under this Agreement are to be performed, 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 Project Land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of 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 Apartment or of the said Project Land and New Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Society and/or the Promoter until the said structure of the New Building is transferred to the Society/Limited Company or other body and until the said Project Land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17.1 The New Building shall always be known by the name 'Arham Mourya' and such name shall not be changed at any time in future without the prior written permission of Promoter and/or the Society.

17.2 The Promoter shall at all times have the sole control and full authority in respect of all matters concerning the said Project Land and the New Building and further constructions and completion thereof and in particular, the Promoter shall have absolute authority and control as regards the unsold built up and /or unsold built up space including flats, stilt car parking spaces, covered car parking spaces in the said Project Land and the New Building and the disposal thereof and the right to determine the consideration for which the same is sold or disposed of, as also the entitlement of any further FSI/TDR in terms of the said Development Agreements dated 31st December 2012 and this Agreement. The Promoter shall always be entitled to sell, let, sublet, lease, give on leave and licence, or under any arrangement to persons of their choice or to use in such manner as they may deem

fit any of the unsold premises including flats, stilt car parking spaces, covered car parking spaces and open car parking spaces and to receive consideration, but the Promoter and/or their respective successors in interest shall be liable to pay all rates, taxes, cesses, assessments and outgoings in respect of such unsold premises.

17.3. The Promoter shall be free to construct on the said Project Land, at such locations as it may, from time to time, decide any additional structures, like substations for electricity or office for management of the said Project Land and to build underground and overhead tanks, structures for watchman, cabin, toilet units for domestic servants/watchmen, septic tanks, soak pits, satellite cable, television antenna, receiving dish for electronic, radio, broadband communication, transformers, surveillance compass, other security and safety gadgets and such or similar other structures, the locations of which are not particularly marked or shown in the New Building plans or layout plans and lay in, through or under or over New Building and /or the said Project Land, as the case may be, or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, rain-water harvesting arrangement, tube well and other devices etc., belonging to or meant for the New Building which is to be developed and constructed by the Promoter on the said project Land. The Allottee shall not interfere with the said rights of the Promoter or obstruct the exercise of such rights whether by raising any dispute or court proceedings, seeking injunctions or prohibitory orders of any court, tribunal, body or authority or under any provision of law or otherwise, whatsoever. The Promoter shall always be entitled and the Allottee hereby expressly authorize(s) it to sign on behalf of the Allottee any undertakings and indemnities as may be required by MCGM or any other State or Central Government or Competent Authorities under any law concerning the construction of the New Building or for implementation of its scheme for development of the New Building. The MSEB / Adani may require that, a space for a sub-station be provided to them on the said Project Land and the Promoter shall be entitled to execute necessary documents in this connection. The Allottee shall not raise any objection or obstruct the putting up and construction of the electric sub-station and its allied constructions, pipes and boxes for electric meters and other structures in this connection and shall extend full co-operation and assistance as may, from time to time, be necessary in this respect, as per the rules and requirements of such electrical undertaking or similar bodies.

17.4 The Promoter shall be at liberty to sell, assign, transfer and/or otherwise deal with the right, title and interest in the New Building. Provided that such sale / assignment / transfer, etc. does not in any way affect or prejudice the right of the Allottee in respect of the Apartment.

17.5 The Promoter shall, in respect of any amounts remaining unpaid by the Allottee under the terms and conditions of this Agreement, have a first lien and charge on the Apartment.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, they shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the 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 Apartment.

19. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 **(**fifteen**)** days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith shall be dealt with in terms of the allotment letter issued by the Promoter to the Allottee.

20. 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 Apartment.

21. RIGHT TO AMEND

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

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

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

23. 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.

24. 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 Apartment to the total carpet area of all the Apartments in the Project.

25. 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.

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

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

28. NOTICES

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:_____

MAHAVIR MILLENNIUM L.L.P.
1 & 2, Ground Floor, Building No. 4,
Kandhari Colony,
Road No. 2, Chembur (East),
Mumbai 400 071
Notified Email ID: admin@mahavirgroup.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.

29. 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. The term "Allottee" herein may include the female gender or if there is more than one Allottee, in that event, the derivatives terms used herein with reference to the said expression shall be construed accordingly. If the Allottee be a partnership firm, the said term unless repugnant to the context or meaning thereof mean and include the partners from time to time of the said firm, and the heirs, executors and administrators of the last surviving partner. If the Allottee is a Company or Society, the said term shall, wherever appropriate, mean and include its successors and assigns. In other cases, the said term, wherever appropriate, shall mean and include all persons claiming right, title and interest through such Allottee including his/her/ their successor/s in interest.

30. STAMP DUTY AND REGISTRATION :- The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee.

31. DISPUTE RESOLUTION :- Any dispute between parties shall be settled amicably**.** In case of failure to settle the dispute amicably, which shall be referred to the MAHA RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. GOVERNING LAW

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

(Description of the First Property)

All that piece or parcels of land or ground admeasuring about 2,600.30 sq. mtrs. or thereabouts as per Property Register Card and admeasuring 2,053 sq. yards. or thereabouts as per title documents and bearing Plot No. 191, C.T.S Nos. 1109 and 1109/1 to 1109/13 of Village Chembur in Taluka Chembur along with the building structure and garage structures standing thereon and bounded as follows :

on or towards North : Plot No. 190/C.T.S No. 1108;

on or towards South : Partly by C.T.S No. 1110 and partly by C.T.S No. 1176;

on or towards East : C.T.S Nos. 1122, 1113 and 1112; and

on or towards West : Ghatkopar Mahul Road (R. C. Marg).

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(Description of the Second Property)

All that piece or parcels of land or ground admeasuring about 991.90 sq. mtrs. or thereabouts as per Property Register Cards and admeasuring 1,208 sq. yards. or thereabouts as per title documents and bearing Plot No. 190, C.T.S Nos. 1108 and 1108/1 to 1108/8 of Village Chembur in Taluka Chembur along with the building structure and garage structures standing thereon and bounded as follows :

on or towards North : Plot No. 189/C.T.S No. 1107;
on or towards South : Plot No. 191/C.T.S No. 1109;
on or towards East : C.T.S Nos. 1106, 1104, 1103 and 1122; and
on or towards West : Ghatkopar Mahul Road (R. C. Marg).

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

(Description of the Apartment)

Apartment No. [___] admeasuring _____ sq. mtrs. i.e. to say _____ sq. ft. (carpet area) on the ____ floor of the redeveloped new building known as "**Arham Mourya**" constructed on the land described in the First Schedule and the Second Schedule hereinabove referred to above along with the car parking area allotted for the Apartment, which Apartment is delineated on the plan thereof hereto annexed at **Annexure '8'** and thereon shown in red coloured boundary line.

THE FOURTH SCHEDULE ABOVE REFERRED TO

Here set out the nature, extent and description of common areas and facilities.

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

SIGNED AND DELIVERED BY)
THE WITHIN NAMED Promoter)
MAHAVIR MILLENNIUM L.L.P.)
through its Authorised Partner)
MR. _____)
in the presence of …
WITNESSES:
1. Name
Signature

_____
2. Name
Signature _____

SIGNED AND DELIVERED BY)
THE WITHIN NAMED Allottee:)
(including joint buyers))
(1))
(2))
in the presence of …
WITNESSES:
1. Name
Signature

_____
2. Name
Signature _____

ANNEXURE '1'

(Copy of plan delineating Project Land)

ANNEXURE '2'

(Copy of the Title Certificates)

ANNEXURE '3'

(Copy of Property Register Cards)

ANNEXURE '4'

(Copy of IOD)

ANNEXURE '5'

(Copy of Commencement Certificate)

ANNEXURE '6'

(Copy of the approved plans)

ANNEXURE '7'

(Copy of the approved layout of Apartment)

ANNEXURE '8'

(Details of Mortgage)

First and exclusive charge, by way registered Mortgage Deed dated 11th March, 2024 bearing Serial No. KRL-1/5237/2024 executed by the Promoter Mahavir Millennium LLP and Aditya Birla Finance Limited, in respect of the development rights in the registered project known as "Arham Mourya" constructed on Plot No. 190, CTS No. 1108 and 1108/1 to 8 admeasuring 1208 sq. yards or thereabouts and Plot No. 191, CTS No. 1109, 1109/1 to 13 admeasuring 2,053 sq. yards or thereabouts of village Chembur, Ghatkopar Mahul Road, Chembur along with unsold units as stated in Annexure '2' annexed thereto.

ANNEXURE '9'

(Copy of RERA Certificate)

ANNEXURE '10'

(Copy of Amenities)