

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this ____th day of _____, 2024;

BETWEEN

M/s. MAKWISE HOMES LLP, having office at: B/902, Loards CHS Ltd., Plot No. 5/35A, Sector 15, CBD Belapur, Navi Mumbai 400614 -through its Partners, Pan No.ABNFM2077M, hereinafter referred to as **“the PROMOTER/DEVELOPERS”** (Which expression shall mean and include partners or partner for the time being of the said respective firm, the survivors or survivor of them and the heirs, executors, and assigns of the last surviving partner or their assigns/which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include her/his/their heirs, executors, administrators and assigns) **OF THE FIRST PART;**

AND

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

WHEREAS:

- (a) Vide Order No. **C/Desk.VI/LND.I.B./35-D** dated **14/08/1978**, the Additional Collector, Bombay Suburban District had allotted land bearing Survey No. 141, CTS No. 174(P), 178(P), 179(P), total area admeasuring 3631.70 sq. mtrs., lying, being and situated at Village: Mankhurd, commonly known as Agarwadi Trombay, TalukaKurla, District: Mumbai Suburban District, Mumbai- 400088(referred to as the **“said Plot”**) in favour of Anuvidnyan Nagar Co-op Housing Society Limited.(referred to as the **“said Society”**).
- (b) Further, **Possession Receipt** dated 10/02/1983, **Mr. M. K. Kale** Cadastral Surveyor District Inspector Land Record on behalf of the Upper District Officer Mumbai Suburban had recorded and handed over the possession in the name of **Anuvidnyan Nagar Co-op Housing Housing Society Limited** through Chairman Shri. R. B. Khaire with respect to the land bearing Survey No. 141, CTS No. 174(P), 178(P), 179(P), total area admeasuring 3631.70 sq. mtrs., lying, being and situated at Village: Mankhurd, commonly known as Agarwadi Trombay, Taluka-Kurla, District: Mumbai Suburban District, Mumbai- 400088.
- (c) In pursuance of Order No. C/Desk.VI/LND.I.B./35-D dated 14/08/1978, an Allotment Agreement dated 31/01/1986, executed by the Additional Collector, Bombay Suburban District allotted all their right, title, interest

and benefit with respect to the said plot in favour of Anuvidnyan Nagar Co-op Housing Society Limited through its Chairman Shri. R. B. Khaire and Secretary Shri. B. B. Uthale, as per terms and conditions mentioned therein.

- (d) By virtue of **Development Agreement** dated **25/04/2022**, Anuvidnyan Nagar Co-op Housing Society Limited, party of the First Part; Mr. Haribai Bhimrao Uthale and 35 others members of the society, party of the Second Part has sold, transferred and assigned all their development rights, title, interest and benefits with respect to the said plot in favour of **M/s. MAKWISE HOMES LLP** being the Promoter/Developer herein for terms and conditions mentioned therein. The same was duly registered with the Sub-registrar of Assurances at Kurla, bearing registered no. **KRL-1/7632/2022** dated **09/05/2022** (hereinafter referred to as **“the said Development Agreement”**).
- (e) In pursuance of the said Development Agreement, Anuvidnyan Nagar Co-op Housing Society Limited through its Managing Committee Members 1) Chairman, Mr. Ravindra J. Raut, 2) Secretary, Mr. Sunil N. Khakse, 3) Treasurer Mr. Sadashiva D. Harale has executed **General Power of Attorney** in favour of Mr. Dinesh T. Purohit and Mr. Ankit B. Patel designated partners of **M/s. MAKWISE HOMES LLP** with respect to the Said Plot, terms and conditions mentioned therein. The same was duly registered with the sub-registrar of Assurances at Kurla, bearing registered Serial no. **KRL1/7633/2022** dated **25/04/2022** (hereafter referred to as **“the said General Power of Attorney”**).
- (f) Vide Order bearing no. **C/Karya-2/H/KAavi-63/2023** dated **08/06/2023**, passed by the Collector of Mumbai Suburban Mr. Rajendra B. Bhosale, it has been recorded that as per the demarcation of plot boundaries, the total plot area is 3631.70 sq. mtrs. (including road widening area admeasuring 28.9 sq.mtrs and 154.6 sq. mtrs from the CTS no. 174 and CTS No. 178 respective).
- (g) By virtue of the said Development Agreement and the said Power of Attorney, the Promoter is absolutely seized and possessed of and well and sufficiently entitled to develop the said Land in accordance with the recitals hereinabove;
- (h) The Vendor/Lessor/Original Owner/Promoter is in possession of the project land;
- (i) the Promoter has proposed to construct on the project land two wings having ground floor plus twenty floors;

- (j) The Allottee is offered an Apartment bearing Flat no....., (herein after referred to as the said "Apartment") in the B wing of the Building called "**Anuvidnyan Nagar Co-operative Housing Society Limited**" being constructed of the current the said project, by the Promoter;
- (k) 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;
- (l) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai on 08/12/2023
- (m) 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.
- (n) By virtue of the Development Agreement/Power of Attorney 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)/s of the Apartments to receive the sale consideration in respect thereof;
- (o) 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. Vivek Bhosale 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;
- (p) 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;
- (q) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1**;
- (r) 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**;

- (s) 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**;
- (t) 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;
- (u) 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.
- (v) The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- (w) The Allottee has applied to the Promoter for allotment of an Apartment **No.....** of the said Project,
- (x) The carpet area of the said Apartment is 588 square feet and "RERA 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.
- (y) 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;
- (z) Prior to the execution of these presents the Allottee has paid to the **Promoter a sum of Rs.**, 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.

- (aa) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra bearing No. P51800053906, authenticated copy is attached in **Annexure “E”**;
- (bb) The Allottees herein have demanded from the Promoters and have been given inspection of all documents, till currently available, relating to the development of the Property, as well as the IOD, Commencement Certificate, plans, designs, and specifications prepared by the Promoters’ Architects, and of such other documents as are specified under RERA and the Rules and Regulations made thereunder.
- (cc) The Allottees herein, being fully satisfied with the rights of the Promoters to develop the Property, have approached the Promoters for the purchase of a duplex residential flat located on the two topmost floors New Building, being **Flat No.....habitable Floor/residential floor** of the New Building, along with the use of one car stack parking in one mechanized stack car parking in the New Building (hereinafter referred to as the **“Flat”**). The Flat is described in the **Second Schedule** hereunder written.
- (dd) The Promoters and the Allottees have held detailed negotiations of the terms and conditions of the sale of the Flat and, pursuant thereto, the Promoters have agreed to sell to the Allottees and the Allottees have agreed to purchase from the Promoters the Flat, for a consideration of **Rs.....**(which excludes all amounts/deposits etc. payable under this Agreement) (hereinafter referred to as the **“Sale Price”**).
- (ee) As per the applicable provisions of RERA, the carpet area of the Flat shall be 588 square feet RERA carpet area (equivalent to 54.627 square meters).
- (ff) The Sale Price and the installments and the level of the finish of the Flat has been negotiated and agreed to between the Parties, and accordingly the Allottees are paying the Sale Price in the manner hereinafter appearing.
- (gg) Annexed to this Agreement are copies of the following documents: -
 - i. Annexure “A”: Title Certificate issued by the Promoters’

Advocates.

- ii. Annexure "B": Property Register Card and City Survey plan in respect of the Property.
 - iii. Annexure "C": Copies of the I.O.D. and the Commencement Certificate issued by the MCGM.
 - iv. Annexure "D": Floor Plan showing the said Flat No.....on the floor in Red Colored Boundary Line on the Floor Plan.
 - v. Annexure "E": A copy of the registration certificate of the project issued by MAHA RERA.
 - vi. Annexure-F: A copy of the No Objection from Civil Aviation.
- (hh) 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.
- (ii) The Allottees confirm that prior to the execution of this Agreement, they were provided with a draft of this Agreement and had sufficient opportunity to go through the same and that the Allottees have understood the terms and conditions. The Allottees confirm that prior to the execution of this Agreement, they were given full, free and complete inspection of all documents relating to the development of the Property including the Development Agreement, IOD, Commencement Certificate, drawings, plans and specifications of the New Building, the approvals/permissions for construction/ development and had sufficient opportunity to go through the same and verify the same with his/her/their consultants/ advisers, and that the Allottees are satisfied with and have accepted the same.
- (jj) 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. RECITALS FORM AN OPERATIVE PART OF THIS AGREEMENT

The recitals of this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part hereof and shall be interpreted, construed, and read accordingly.

2. INSPECTION OF DOCUMENTS PRIOR TO PURCHASE

The Allottees confirm that prior to the execution hereof, the Allottees have been given full, free and complete inspection of all documents relating to the development of the Property including the Development Agreement, IOD, Commencement Certificate, drawings, plans and specifications of the New Building, the approvals/ permissions for construction/ development. The Allottees have prior to the execution of this Agreement satisfied themselves about the title to the Property, the terms and conditions of the Development Agreement, the rights of the Promoters to develop the Property and to sell the Flat to the Allottees, and the Allottees shall not be entitled to further investigate the title to the Property or the Promoters' right to develop the same and no requisition or objection shall be raised upon it or any matter relating thereto. The Allottees are aware that while the Promoters have obtained some of the approvals from the MCGM and have obtained IOD and Commencement Certificate other approvals (or amendments to approvals) may be received from time to time, The Allottees further confirm that they have executed this Agreement after having read, understood, and agreed to the terms hereof. The Allottees have also requested some amendments to the floor plans of the Flat and the Developer has agreed to apply to the MCGM and get the approval thereof.

3. **THE NEW BUILDING**

- 3.1. The Promoters shall construct on the Property more particularly described in the First Schedule hereunder written the New Building named "**Anuvidnyan Nagar CHS Ltd.**", having two wings viz. "A" and B Wings and comprising of stilt + 3 floor for car parking and above residential flats on the upper floors to the extent permissible by the Planning Authorities by utilizing and consuming the present development potential thereof including fungible FSI, Premium paid FSI, TDR, road width FSI, etc., and all other development potential as may be permissible under the D.C. P. Regulations, 2034 and/or other rules/ bye laws of the authorities and as per the Development Agreement, and in accordance with the plans, designs, specifications approved by the Allottee with such variations and modifications as the Promoters, at their discretion, may consider necessary or as may be required by the concerned local authority/ government to be made in them or any of them. Notwithstanding anything contained in this Agreement, the Promoters are entitled, at their discretion, and the Allottees hereby give the Promoters express consent, to make changes to any other flats in the New Building (including changing the internal layouts, merging two flats or parts thereof, dividing flats, creating penthouses or duplex/ triplex flats etc.)
 - 3.1.1. Provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications if the same adversely affect the Flat and/or its carpet area and or its location and/or layout.
 - 3.1.2. Provided further that in the construction of the New Building, the

Promoters will utilize any increased FSI that may become available (whether under the D.C.P. Regulations 2034, or otherwise) subject to the provisions of RERA and the Rules and regulations thereunder and subject to the Development Agreement.

3.1.3. The Allottees have inspected all plans of the New Building as currently available and have understood the various calculations of FSI and areas as approved by the MCGM and agrees and confirms that they shall not raise any objection or grievance in respect thereof.

4. SALE OF THE FLAT AND THE SALE PRICE

The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee the Flat, namely, **Flat No.....on the habitable floor of the New Building as shown on the floor** plan thereof hereto annexed and marked **Annexure "D"** for the Sale Price of **Rs.....** which is inclusive of the proportionate price of the common areas and facilities appurtenant to the Flat; the nature, extent and description of the common areas and facilities are more particularly described in the **Third Schedule** annexed herewith).

5. CARPET AREA OF THE FLAT

- 5.1. As per the applicable provisions of RERA, the carpet area of the Flat shall be square feet RERA carpet area (equivalent to square meters).
- 5.2. On the Promoters erecting the brick/block work of the peripheral walls of the Flat and completing cement plaster of the same, the Promoters shall intimate the same to the Allottees. The Allottees are entitled, within seven days of such intimation, to measure the Flat and satisfy themselves that the carpet area of the Flat is not less than the agreed carpet area mentioned in Clause 5.1 hereof, after which period (i) the carpet area shall be deemed to have been accepted by the Allottees, (ii) the Promoters are entitled to commence and proceed with the finishing work and all other works of or related to the Flat, (iii) the Allottees shall thereafter not raise any objections as to the carpet area of the Flat.

6. VARIATIONS IN THE CARPET AREA

- 6.1. A variation in the carpet area of the Flat shall be accepted upto 3% (three percent). The Promoters shall inform the Allottees of any variation in the carpet area of the Flat (subject to a variation cap of three percent) along with their Architects' certificate in respect thereof. If there is any reduction in the carpet area, then the Promoters shall refund the excess money paid by the Allottees within forty-five days of such intimation along with interest at the rate specified in the rules framed under RERA. If there is any increase in the carpet area allotted to the Allottees, the Promoters shall demand additional amount from the Allottees and the Allottees

agree that the same shall be payable and shall be paid along with the Installment of the Sale Price within 45 days following such intimation by the Promoters, but in any event before the possession of the Flat is offered to the Allottees. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4 of this Agreement. The certificate issued by the Architects of the Promoters pertaining to the area of the Flat (subject to what is mentioned above) shall be binding on the Parties hereto.

- 6.2. Subject to Clause 6.1 hereof, the Sale Price is escalation-free, save and except escalations/ increases due to increase on account of development charges payable to the MCGM/ other authorities and/or any other increase in charges which may be levied or imposed by the MCGM or other authorities from time to time. The Promoters undertake and agree that while raising a demand on the Allottees for increase in development charges, cost, or levies imposed by the MCGM/ other authorities, the Promoters 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. The Allottees thereupon shall make payment of such increases in levies and/or such new levies/ taxes/ development charges within the notice period that will be mentioned by the Promoters in their written intimation to the Allottees.

7. **INSTALLMENTS OF THE SALE PRICE**

- 7.1. The Allottees confirm that they had negotiated for and agreed to the Sale Price on the basis that the various milestones of completion of the construction activity be clubbed and brought forward and the Allottees will accelerate the installments of the Sale Price based on such agreed milestones. The Allottees confirm that they have accordingly agreed to the number of installments of the Sale Price, the quantum of each installment and time of payment of the installments linked to the construction schedule of the New Building, as stated in this Agreement.
- 7.2. The Sale Price and the instalments for payment thereof which are agreed to between the Parties are more particularly set out in the **Fourth Schedule** hereunder written (each payment of the Sale Price being hereinafter referred to as “**Installment**” and all payments of the Sale Price being collectively referred to as “**Installments**”).
- 7.3. The Installments shall be paid by the Allottee into held by the Promoters with or any such other account as may be intimated in writing by the Promoters to the Allottees.
- 7.4. The Promoters may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 6% 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. OR

Payment of any instalments if made in advance shall be adjusted to the next instalments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or by housing finance companies/bank etc on behalf of Allottee.

- 7.5. **Loans availed of by the Allottee.** Notwithstanding the restriction on transfer of the Flat contained in this Agreement, if the Allottees have availed of/ is availing of a loan from any banks/financial institutions for the purchase of the Flat, it shall nevertheless be the responsibility of the Allottees to ensure payment of the Installments of the Sale Price (whether from such banks/ financial institutions or from their own resources or alternate resources) on the due dates, The Allottees cannot seek additional time for payment in the event such banks/ financial institutions do not make payment of any of the Installments for any reason whatsoever. Any lien over the Flat created in favour of such banks/ financial institutions shall be subject to the Promoters' first lien and charge on the Flat in respect of unpaid Installments towards the Sale Price and all other amounts/ deposits payable by the Allottees to the Promoters under the terms and conditions of this Agreement and shall not in any manner jeopardize the rights of the Promoters.
- 7.6. **Third Party Payments.** In the event any third party making any payments/ remittances on behalf of or at the instance of the Allottees, such third party shall not have any rights whatsoever over or to the Flat or under this Agreement, and all payment receipts will be issued in the name of the Allottees alone.
- 7.7. **TDS Provisions.** Tax at source, as applicable, shall be deducted from the Sale Price (TDS) provided however that the Allottee shall be liable to submitting the original tax deduction certificate within 30 (thirty) days of the same being required to be paid into the government treasury and the Promoters shall acknowledge the same only upon the Allottee submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site. If at the time of taking possession of the Flat, such TDS certificates are not furnished, the Allottee shall deposit such equivalent amount as interest free deposit with the Promoters, which deposit shall be refunded by the Promoters on the Allottee producing such certificates within two months from the Allottee taking possession of the Flat. Provided further that in case the Allottee fails to produce such certificate within the stipulated period of two months, the Promoters shall be entitled to appropriate the said deposit against the receivable from the Allottee. In this regard, the Allottee acknowledges that the Allottee has received from the Promoters, the permanent account number allotted to the Promoters under the provisions of the Income Tax Act, 1961, and the

same is also stated in this Agreement.

8. APPROPRIATION/ ADJUSTMENTS OF THE INSTALLMENTS OF THE SALE PRICE

The Allottees expressly authorize the Promoters to adjust/appropriate all payments made by them under any heads of dues against lawful outstanding, if any, in their name as the Promoters may in their sole discretion deem fit and the Allottees agrees that the Allottees has no right to object/demand/ direct the Promoters to adjust their payments in any manner.

9. GST AND OTHER IMPOSTS

- 9.1. The Sale Price and all other amounts payable by the Allottees under this Agreement exclude Goods and Services Tax (GST) or any other taxes, duties or dues which are currently applicable, or which may hereafter be applicable in respect of the sale of the Flat or which are currently applicable, or which may hereafter be applicable in connection with the construction of and carrying out the said development project) all of which are the liability/ responsibility of the Allottees alone. Accordingly, the Allottees alone is responsible to pay the GST and all other imposts on the Sale Price or any other amounts/ deposits mentioned in this Agreement and/or in respect of the transaction contemplated herein (whether applicable/payable now or which may become applicable/payable in future).
- 9.2. If on account of change/amendment in the present laws, rules, regulations or on account of enactments of new laws by the Central and/or State Government and/or by the MCGM or any other authorities, any taxes/premiums/ amounts become payable hereafter on the amounts payable by the Allottees to the Promoters related to the purchase of the Flat by the Allottees, or if any of the current taxes, duties or dues are increased by any authorities, the Allottees shall be liable to bear and pay the increased amount or the new levies/ taxes.
- 9.3. The Promoters may allow, in its sole discretion, a rebate for earlier payments of the Installments payable by the Allottees by discounting such early payments at such rate as the Promoters agree upon for the period by which the respective Installment has been brought forward. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottees by the Promoters in writing.

10. CAR-PARKING

- 10.1. The Promoters have agreed to allot to the Allottees for no consideration, the use of one parking in one mechanized stack car parking in the New Building, for which a separate allotment letter shall be issued to the Allottee at the time of handing over possession of the Flat.

- 10.2. The parking slots mentioned above shall be used only for the purpose of parking the vehicles of the Allottees and for no other use and subject to the byelaws, rules and regulations of the Society.
- 10.3. The Promoters are entitled to allot to other Allottees of other flats such number of car-parking slots and at such locations within the project as they deem fit and the Allottees herein shall have no claims or objections to the same.
- 10.4. The Allottees agree and undertake to pay the requisite monthly dues, repair charges and maintenance charges of and related to the car-parking's as may be levied by the authorities and/or the Society (including without limitation charges towards Annual Maintenance Contracts that may be entered in by the Promoters or the Society in respect of the mechanized parking systems).
- 10.5. The Allottees shall not cause the Society to change the allocation of parking spaces of other premises-owners/ Allottees in the New Building.

11. ADHERENCE TO THE APPROVED PLANS/ PERMISSIONS

The Promoters hereby agree to observe, perform, and comply with all the terms, conditions, stipulations, undertakings and restrictions if any, which may have been imposed by the concerned authorities at the time of sanctioning the plans (including amended plans) of the New Building or thereafter and shall, before handing over possession of the Flat to the Allottees, obtain from the MCGM the Full Occupancy Certificate in respect of the New Building. Thereafter, the Allottees shall adhere to and observe, perform, and comply with all the terms, conditions, stipulations, undertakings and restrictions if any, which may have been imposed by the concerned authorities in respect of the sanctioned plans (or amended plans) of the New Building.

12. TIME IS OF THE ESSENCE

Time is of the essence for the Promoters as well as the Allottees. The Promoters shall abide by the time schedule for completing the project and handing over the Flat to the Allottees after receiving the Full Occupancy Certificate of the New Building. Similarly, the Allottees shall make timely payments of the Installments and other amounts/dues payable by them and shall meet the other obligations under the Agreement subject to the simultaneous completion of the construction by the Promoters as per payment plan set out in Fourth Schedule hereto.

13. FLOOR SPACE INDEX

- 13.1. The Promoters hereby declare that the Floor Space Index available as on date in respect of the Property is 3631.70 square meters only and the

Promoters have planned to utilize the same by availing inter alia TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the project.

- 13.2. The Promoters have disclosed the Floor Space Index of 3631.70 square meters as proposed to be utilized by them in the project and the Allottees have agreed to purchase the Flat based on the proposed construction and sale of flats to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

14. CONSEQUENCES OF DELAY

- 14.1. If the Promoters fail to abide by the time schedule for completing the project and handing over the Flat to the Allottees as per the terms hereof, the Promoters shall pay to the Allottee, if so, demanded by the Allottee and if the Allottee does not intend to withdraw from the project, interest as specified in the Rules framed by MAHA-RERA on all the amounts paid by the Allottees, for every month of delay till the date of offering possession of the Flat as per this Agreement.
- 14.2. The Allottees agree to pay to the Promoters interest as specified in the Rules framed by MAHA-RERA, on all the delayed payments which become due and payable by the Allottees to the Promoters under the terms of this Agreement from the date the said amounts are payable by the Allottees to the Promoters. It has been agreed by the Parties that payments shall be made by the Allottees within 15 (fifteen) days of a demand for the same being raised by the Promoters and, in the event the Allottees does not make such payment within fifteen days of the issuance of the demand notice by the Promoters, the Allottee shall be deemed to have committed default and shall be liable for the consequences thereof including payment of interest.
- 14.3. Without prejudice to the rights of the Promoters to charge interest in terms of sub-clause 14.2 above, on the Allottees committing default in payment on the due dates of any amounts due and payable by the Allottees to the Promoters under this Agreement (including their proportionate share of taxes levied by concerned local authorities and other outgoings) and on the Allottees committing any three defaults of payment of Installments of the Sale Price or of any amounts due and payable under this Agreement, the Promoters shall at their own option, may terminate this Agreement:

Provided that the Promoters shall give notice of fifteen days in writing to the Allottees, by Registered Post AD at the address provided by the Allottees and mail at the e-mail address provided by the Allottees, of their

intention to terminate this Agreement and of the specific breaches of terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottees fail to rectify the breaches mentioned by the Promoters within the notice period then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottees [subject to adjustment and recovery of liquidated damages (which have been agreed by the Parties as 10% (ten percent) of the Sale Price), interest, brokerage fees and all taxes, costs, charges and expenses suffered or incurred by the Promoters or any other amount which may be payable to the Promoters within a period of thirty days of the termination, the instalments of Sale Price of the Flat which may till then have been paid by the Allottees to the Promoters, and the Promoters herein shall be entitled to deal with, resell and/or dispose of the Flat in the manner as the Promoters may deem fit without any intimation, reference or recourse to the Allottees and the Allottees shall cease to have any rights over or to the Flat. In the event of termination of this Agreement by the Promoters, if any amount/s have been paid/reimbursed by the Allottee to the Promoters towards GST or any other imposts, the same shall be refunded by the Promoters to the Allottees. subject only upon the same being received by the Promoters from the concerned government/ statutory authorities and only to the extent received.

15. AMENITIES, FIXTURES AND FITTINGS

As agreed between the Parties, the Flat is being sold on a 'bare-shell' basis, i.e., devoid of all interior work and without being provided with any fixtures or amenities, and with only internal walls, basic wall plaster and waterproofing in the sunken areas. The Sale Price and Installments thereof agreed to between the Parties have been negotiated considering the agreement of sale of the Flat on a bare-shell basis, amongst other factors. The Allottees shall carry out all interior works and provide the Flat with such amenities as the Allottees deems fit and at their own costs.

16. POSSESSION OF THE FLAT

- 16.1. The Promoters shall give possession of the Flat to the Allottees on or before 30.06.2027 subject to the Allottees having paid all Installments/ amounts payable as per this Agreement. If the Promoters fail or neglect to give possession of the Flat to the Allottees on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand, after deduction of costs, quantified at Rs.1,00,000/- (Rupees One Lakh Only) to refund to the Allottees the amounts already received by them in respect of the Flat with interest at the same rate as may mentioned in RERA, its rules and regulations, from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. It is clarified that in the event of the Allottee demanding a refund as aforesaid, save and except for the right to receive the aforesaid refund, the Allottees will cease to have any rights to the Flat

or the aforesaid car-parking spaces and the Promoters shall be entitled to deal with/ dispose of the same as they deem fit, subject to the amount being refunded back by the Promoter to the Allottees.

16.2. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the Flat beyond the aforesaid date if the completion of the New Building in which the Flat is to be situated is delayed on account of –

16.2.1 War, Civil commotion, flood, drought, fire, cyclone, earthquake, act of God or any calamity by nature affecting the regular development of the real estate project (“Force Majeure”).

16.2.2 Extension of time for giving possession as may be permitted by the Regulatory Authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the Promoter as per sanctioned plan due to specific stay or injunction orders relating to the said Project from any Court of Law, or Tribunal, competent authority, statutory authority, high-power committee, etc. or due to such circumstances as may be decided by the Authority.

16.2.3 Acts of God including earthquakes, floods, inundations, landslide, storm, tempest, hurricane, cyclone, lightning, epidemic, pandemic, endemic, declaration of lockdown or containment zone by the authorities, and the resultant effects causing restrictions on movement of workmen or material or delays due to restricted/ reduced functioning of the MCGM/ other authorities or due to unavailability of labor or material.

16.2.4 Any notice, order, rule, notification of the Government and/or other public or competent authority/court or any change in policies of the MCGM/ concerned authorities.

16.2.5 Any stay order / injunction order issued by any Court of Law, competent authority, M.C.G.M., statutory authority not on ground of breach of any provision or statute committed by the Promoters.

17. PROCEDURE FOR TAKING POSSESSION

17.1. The Promoters, upon obtaining the Full Occupancy Certificate from the MCGM and on receiving the payments of all amounts from the Allottees as per this Agreement, and subject to the terms of the Development Agreement, the Promoters shall offer in writing the possession of the Flat to the Allottees in terms of this Agreement. The Allottees shall take possession of the Flat within 15 days (and in any event not later than sixty days, but subject to the terms of this Agreement) of the written notice from the Promoters to the Allottees, by executing necessary possession

letter, and such other documentations as prescribed in this Agreement or in the Development Agreement or as may be required by the Promoters.

- 17.2. The Allottees agree to pay the maintenance charges of or related to the Flat as determined by the Promoters or by the Society, as the case may be, from the sixteenth day of the notice of the Promoters offering possession of the Flat as aforesaid, irrespective of whether or not the Allottees takes possession of the Flat. In the event the Allottees do not make payment to the Promoters of all amounts due under this Agreement or does not take possession of the Flat from the Promoters, the Promoters shall not be liable for any deterioration of the interiors of the Flat or the amenities/ fixtures provided therein, and the Promoters shall not be liable to repaint/ touch-up the Flat or replace any fixtures/ fittings, all of which shall be the liability of the Allottee alone.
- 17.3. While the electricity meters/ bills and other utility meters/ bills will initially be in the Promoters' name, it shall be the responsibility of the Allottees to get the same changed to their names at their costs. For the said purpose the Promoters shall co-operate with the Allottees and shall also execute such writings, consent letters as may be required.
- 17.4. The Allottees agree that the Promoters are entitled to frame rules and regulations inter alia for the maintenance of the New Building and the manner in which interior works/fit-out works shall be carried out by purchasers/ Allottees of premises in the New Building, and shall sign and execute, without demur, all such writings as may be required by the Promoters in this regard at the time of taking possession of the Flat or at any time thereafter. The Promoters are also entitled to appoint a house-keeping agency for the general upkeep and maintenance of the common areas of the New Building, for which proportionate payments will be required to be made by the purchasers/ Allottees of premises in the New Building. The Allottees agree to the aforesaid and agrees to pay subject however to the existing members of the Society also contributing/paying, the proportionate contribution towards the fees of the house-keeping agency as decided by the Promoters.

18. CONTINUED WORKS OF BEAUTIFICATION/ IMPROVEMENTS

Notwithstanding anything contained herein and notwithstanding that the Promoters may be obtained the Full Occupation Certificate in respect of the New Building, the Promoters are entitled to carry out works within the New Building or in the compound or to the parking systems or in the common amenities/ facilities being provided in the project (whether by way of landscaping, green areas, ornamental plants, lobby improvements & furniture, etc.) so as to enhance the aesthetics or to improve upon the facilities or to ensure a smooth and sustained functioning of the facilities/ equipment. The Allottees are also aware that the interior works to other flats will continue beyond the Full Occupation Certificate. The Allottees shall not obstruct such work being carried out nor shall they raise a claim

of unfinished work by the Promoters, it being understood and agreed that once the Promoters have obtained the Full Occupation Certificate of the New Building and have completed the Flat of the Allottees as per this Agreement, the Promoters are entitled to offer in writing the possession of the Flat to the Allottees in terms of this Agreement.

19. DEFECTS' LIABILITY

19.1. If within a period of five years from the date of the Full Occupancy Certificate of the New Building, the Allottees bring to the notice of the Promoters any 'structural defect' in the Flat or the New Building then, such defect shall be rectified by the Promoters at their own cost, subject to the following: -

19.1.1. Such defects are not caused due to any renovations/changes/interior works carried out in the Allottees flat.

19.1.2. The Allottees are not entitled to shift/change any plumbing lines and /or electricity lines or make any internal changes to the Allottees flat that will be in deviation of the building plans sanctioned by the MCGM/ authorities and/or which may affect the Occupation Certificate issued by MCGM or lead to any action being taken by the MCGM or any other authorities against the Developer any damage caused to the common areas or adjoining flats will be rectified by the concerned Allottee at its costs.

19.1.3. Defects liability shall not cover damage due to Force Majeure or regular wear and tear.

19.1.4. Warranties of equipment, appliances and electronic items shall be as per the standard warranties provided by the manufacturers.

19.2. In case it is not possible to rectify such defects, then the Allottees shall be entitled to receive from the Promoters compensation for such defect in the manner as provided under RERA. Since the Allottees have agreed to purchase the said Flat in a bare-shell condition and shall be carrying out all internal and interior works to the Flat, the Promoters shall not be liable in respect of any defects within the said Flat or as a result of internal/ interior works carried out in the Flat.

19.3. "Structural defects" or "defects" means defects in the construction of the New Building and shall always exclude wear and tear, loss or damage due to a Force Majeure, defects due to minor changes/cracks in the New Building/ the Flat on account of any variation in temperature/ weather, normal wear and tear or any defects in any branded material which are covered under manufacturer warranties. The Allottees have been informed and are aware that all natural materials, including, marble, granite, natural timber, etc., contain veins and grains with tonal

differences, and while the Promoters shall pre- select such natural materials for installation in the New Building , their non-conformity, natural discoloration, or tonal differences/ variations at the time of installation will be unavoidable, besides which discoloration, reduction in shine/ sheen etc., would take place over time, and the Allottees shall not claims defects for theaforesaid reasons. The Allottees have also been informed and are aware that the warranties of equipment, appliances and electronic items installed in the New Buildingby the Promoters shall be as per the standard warranties provided by the manufacturers/authorized suppliers/authorized service providers and accordingly anydefect in such equipment, appliances and/or electronic items and/or in the installation thereof shall be rectified in accordance with the warranties provided by the manufacturers/authorized suppliers/authorized service providers and it is agreed and acknowledged that beyond the manufacturer warranties, annual maintenance contracts with original manufacturers/authorized suppliers/ authorized service providers shall beobtained by the Society in respect of the equipment, appliances and/or electronic items installed in the New Building.

19.4. The equipment, appliances and electronic items which form a part of the amenities agreed to be provided in the project shall be maintained, serviced and repaired by manufacturers/authorized suppliers/authorized service providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, appliances and electronic items are maintained, serviced and repaired in any manner by any person other than the manufacturers/authorized suppliers/ authorized service providers the Promoters shall not be liable to carry out any repairs or replacements.

19.5. It is understood and agreed that the Promoters shall also not be liable for any defects or damage if the same have been caused by reason of any breach by the Allottee of theterms of this Agreement, or any act of default, negligence, commission or omission by the Allottee and/or by any other owners/ Allottees of premises in the New Building. Further, such defects liability is subject to the proper use and maintenance all material/ equipment [including without limitation the elevators, pumps, fire-fighting equipment, air-conditioners (if provided), security systems, parking systems, sanitary-ware, electrical fittings, locking systems, doors, windows, etc.] and proper maintenance contracts being executed and kept subsisting with the manufacturers/ authorizedsuppliers/authorized service providers.

20. USE OF THE FLAT

The Allottees shall use the Flat or permit the same to be used only for purpose of residence. If the Allottees has been allotted car-parking spaces under this Agreement, the Allottees shall use the car-parking spaces only for purpose of parking their vehicle, and such use shall be strictly as per the byelaws, rules and regulations of the Society.

21. ADMISSION TO THE MEMBERSHIP OF THE SOCIETY.

- 21.1. On receipt of the full Occupancy Certificate of the New Building and on the Allottees making payment of all amounts due under this Agreement, the Allottees shall sign all forms, applications, papers, documents, and writings as may be required by the Promoters or the Society for admitting the Allottees as members of the Society and shall pay all requisite membership amounts, share money and the Society's corpus contribution. All the aforesaid shall be forwarded by the Promoters to the Society who shall process and admit the Allottees to the membership of the Society.
- 21.2. The Corpus payable by the Allottees to the Society in respect of the Flat shall be as per Clause No. 21.1 of the Development Agreement.
- 21.3. The Allottees shall from time-to-time sign and execute the application for membership and all other papers, forms, writings and documents necessary for becoming a member thereof, including the byelaws of the Society and shall duly fill in, sign and return to the Promoters within 15 (Fifteen) days of the same being made available to the Allottee.
- 21.4. Considering that the title to the Property vests with the Society as stated in the Recital thereof, no further vesting documents are required to be executed for transfer of title to the Property in favor of the Society.
- 21.5. The Promoters shall be entitled, but not obligated to, join as a member of the Society in respect of unsold premises and parking spaces in the New Building, if any. The Promoters shall not be liable or required to bear and/or pay any amount by way of transfer fees / charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale / allotment or transfer of the unsold premises and unallotted parking spaces save and except the municipal taxes actuals (levied on the unsold premises) per month in respect of each unsold/unallotted premises save and except as may be provided in the Development Agreement.
- 21.6. The Society shall be responsible for the operation and management and/or supervision of the New Building and the Allottees shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

22. TERRACES ATTACHED TO ANY PREMISES

- 22.1. The Promoters have informed the Allottees and the Allottees are aware that in terms of the Development Agreement, any open areas or terraces attached to or adjacent to any of the sale premises of the Promoters are for the exclusive benefit of the premises to which such terraces are attached/ adjacent to, and the Promoters can allot the same to the

purchasers of such premises. The Allottee expressly agrees that the terrace shall belong to and be for the exclusive use of the owners/ Allottees/ occupants of such premises and forms part of such premises. The Allottee agrees that the terrace attached to such premises is not a common area and the Allottee covenants, agrees and undertakes not to lay any claims in respect of the said terrace.

23. PAYMENT OF OUTGOINGS/ DEPOSITS BY THE ALLOTTEE(S)

23.1. Commencing fifteen days after notice in writing is given by the Promoters to the Allottees that the Flat is ready for use and occupation with full Occupation Certificate, with light and water connection and irrespective of whether the Allottees have taken possession of the Flat or not, the Allottees shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of all outgoings/charges in respect of the Property and the New Building including without limitation local taxes, betterment charges, N.A. Taxes, or other levies by the MCGM/ authorities (applicable/payable after the grant full Occupation Certificate), expenses for electricity, water, common lights, repairs and maintenance, salaries of clerks/ bill collectors/ watchmen/ sweepers/ managers/ lift operators, house-keeping bills, annual maintenance contracts of the elevators/ pumps/ security systems, etc., and all other expenses necessary and incidental to the management and maintenance of the Property and the New Building. Until the management of the Property and the New Building is handed over to the Society, the Allottees shall pay to the Promoters such proportionate share of all the outgoings/ dues/ maintenance bills etc., as may be determined by the Promoters. The Allottees shall pay to the Promoters provisional monthly contribution of **Rs. ____/- (Rupees _____ Only)** per square foot of the Total Flat Area per month towards the outgoings/ dues/ maintenance bills etc., regularly by the fifth day of every month in advance and shall not withhold the same for any reason. The amount so paid shall not carry any interest and remain with the Promoters until the management of the Property is handed over to the Society and until the Allottees have been admitted to the membership thereof.

23.2. The Allottees shall, at the time of making payment of the last Installment of the Sale Price, pay the Promoters the various deposits and other amounts towards share money and other charges of the Society, proportionate share of taxes, outgoings, and other deposits and charges as specified in the **Fifth Schedule** hereto, and the same shall be utilized by the Promoters as stated in the **Fifth Schedule**.

24. RESTRICTIONS ON TRANSFER BY THE ALLOTTEE(S).

Without first making payment of the Sale Price and all other amounts as per this Agreement, the Allottees shall not be entitled to transfer the Flat or the benefits under this Agreement in favor of any third party without first procuring a written approval from the Promoters in respect thereof. In the event of the Promoters granting such approval, the Allottees shall

be required to procure from the intended transferees such writings as stipulated by the Promoters to record that the intended transferees shall make payments of all amounts due and shall duly perform and discharge all the terms and conditions of this Agreement and shall abide by all the byelaws, rules and regulations of the Society. Further, a copy of the duly executed agreement recording such transfer shall be furnished to the Promoters within seven working days from the date of execution thereof.

25. REPRESENTATIONS AND UNDERTAKINGS OF THE PROMOTERS.

The Promoters hereby represent to the Allottee as follows:

- 25.1. The Society has clear and marketable title with respect to the Property as declared in the title report annexed to this Agreement and that the Promoters have the requisite rights of the Property so as to carry out the development of the Property as per the Development Agreement.
- 25.2. The Promoters have obtained some of the approvals and shall obtain from time to time the balance approvals from the competent authorities to carry out the development of the Property.
- 25.3. There are no encumbrances upon the Property.
- 25.4. There are no litigations pending before any Court of law with respect to the Property. The Flat has not been encumbered by the Promoters.
- 25.5. All approvals, licenses and permits issued by the competent authorities with respect to the redevelopment of the Property 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 redevelopment of the Property shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the redevelopment of the Property.
- 25.6. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein may prejudicially be affected.
- 25.7. Except as disclosed in this Agreement, the Promoters have not entered into any agreement with any person or party with respect to the redevelopment of the Property which will, in any manner, affect the rights of Allottee to the Flat under this Agreement.
- 25.8. The Promoters confirm that except as disclosed in this Agreement, the Promoters are not restricted in any manner whatsoever from selling the Flat to the Allottee in the manner contemplated in this Agreement.

- 25.9. On completion of the project, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Society subject to the terms of the Development Agreement.
- 25.10. The Promoters have 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.
- 25.11. After the Promoters execute this Agreement, they shall not mortgage or create a charge on the Flat.
- 25.12. 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) or from the Society 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.

26. PROMOTERS' RIGHTS OVER UNSOLD PREMISES

- 26.1. The Promoters shall be at liberty to mortgage or otherwise create a charge on any of the unsold premises or on the development rights without any reference or recourse to the Allottee provided that the same does not in any way materially prejudice the rights of the Allottee in respect of the Flat.
- 26.2. The Allottees confirm that the Promoters are entitled to carry out changes to any of the flats other than the Flat agreed to be sold to the Allottees (whether such changes are due to terms negotiated by the Promoters with other flat-purchasers, or due to change in plans by the Promoters at their discretion or due to such changes being required due to change in laws, policies or as required by the MCGM/ concerned authorities) including without limitation changes in layouts of flats, combining/ amalgamating two or more flats, changes in amenities/ fixtures, fittings etc.). The Allottees agree that they do not have any objection to such changes/ alterations and shall not raise any objection or obstruction in this regard.

27. REPRESENTATIONS AND UNDERTAKINGS OF THE ALLOTTEE

The Allottees for themselves with intention to bring all persons into whose hands the Flat may come, hereby represent, undertake, covenant with the Promoters as follows: -

- 27.1. To maintain the Flat at the Allottees own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken or deemed to have been taken, and shall not do or suffer to be done

anything in or to the New Building which may be against the rules, regulations or bye-laws of the Society or local authorities, or change/alter or make addition in or to the New Building and/or the Flat itself or any part thereof without the consent of the Society and the local authorities (it however being understood that the Allottees are purchasing the Flat on a 'bare-shell' basis and will thus carry out the internal/ interior works thereto, which shall not require the Society's permission);

- 27.2. Not to bring into or store in the Flat 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 or so as to cause damage to the compound, lobbies, stairways, elevators or any other common areas of the New Building, or the storing of which goods is objected to by the Society and/or by the concerned authorities;
- 27.3. To carry out at their own cost all internal repairs to the Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Allottees and shall not do or suffer to be done anything in or to the New Building or the Flat which may be contrary to the rules and regulations and byelaws of the Society and/or the concerned authorities. In the event of the Allottees committing any act in contravention of the above provisions, the Allottees shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 27.4. Not to make any alteration in the elevation and outside color scheme of the New Building and shall keep the sewers, drains and pipes and electrical fittings/ pipes/ wires in the Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the New Building 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 Flat without the prior written permission of the Promoters and/or the Society and the local authorities. In case on account of any alterations being carried out by the Allottee in the Flat (whether such alterations are permitted by the Promoters/ Society / concerned authorities or not) there shall be any damage to the adjoining Premises or to the Flat situated below or above the Flat or to the common areas (inclusive of leakage of water and/or damage to drains) the Allottee shall at their own costs and expenses repair such damage (including recurrence of such damages) and shall be liable for the costs and consequences of the same; Since the Allottees have purchased the Flat in bare shell condition, the Allottees shall be entitled to furnish the same without causing Structural Alteration. The Promoters shall provide from the contractor water proofing over the terrace not to have any leakage to the said Flat for a period of ten years.
- 27.5. Not to do or permit to be done any act or thing which may render void or voidable insurance, if any, taken in respect of the Property/ New Building or any part thereof or whereby any increased premium shall become

payable in respect of insurance

- 27.6. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Property and the New Building.
- 27.7. Pay to the Promoters within fifteen days of demand by the Promoters, their share of security deposits/ amounts demanded by the concerned local authorities for granting water, electricity or any other service connections to the New Building.
- 27.8. Bear and pay increase in local taxes, water charges, insurance and/or any other levies, if any, which are imposed by the concerned authorities, on account of change of use of the Flat by the Allottee for any purposes other than for purpose for which it is sold.
- 27.9. The Allottees shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement or part with the possession of the Flat until all the dues payable by the Allottees to the Promoters under this Agreement are fully paid up.
- 27.10. The Allottees shall observe and perform all the rules and regulations of the Society including any additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Property and the New Building and the Flat/ areas therein and for the observance and performance of the rules, regulations and byelaws of the MCGM and all concerned authorities. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat and car-parking spaces and shall pay and contribute regularly and punctually towards the taxes, expenses, all outgoings and dues in accordance with the terms of this Agreement.
- 27.11. The Allottees shall permit the Promoters and their 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.
- 27.12. The Allottees shall not make any internal changes to the Flat that will be in deviation of the building plans sanctioned by the MCGM and/ or which may affect the Occupation Certificate issued by the MCGM or lead to any action being taken by the MCGM against the Society or the Promoters or other premises-owners, and any breach by the Allottees will make the Allottees liable for all costs and consequences including without limitation penalties/ damages/ reimbursement of costs, etc., which will be payable by the Allottees to the Promoters/ Society;

- 27.13. The Allottees shall not to change any grills/ railings provided by the Promoters and shall not fix any external grills/ railings to any windows or in any manner alter the external elevation of the New Building. The Allottees also agree and undertake that all outdoor units of air-conditioners shall be fixed only within the ducts provided. The Allottees agree and undertake not to enclose or misuse any Chajjas.
- 27.14. The Allottees agree not to change the color of any balconies of the Flat or enclose any balconies; The Allottee shall not raise any objection or cause any obstruction to any works being carried out by the Promoters to any of the unsold premises.
- 27.15. The Allottees hereby expressly agrees and that the Promoters are entitled to utilize any additional elevation features as may from time to time be permitted by the MCGM and accordingly alter the external elevation/ façade of the New Building, for which purpose the Promoters are entitled to amend/ revise the plans of the building, for which the Allottees hereby grant their consent (which consent shall be considered to be of the Allottee as contemplated by RERA).
- 27.16. Any interior works that the Allottees intends to carry out in the Flat and any shifting of furniture/ equipment will be done through proper agencies and with utmost caution so as not to cause any damage to the Flat or the premises/ areas next to/ above/ below the Flat, or to any parts of the common areas/ utilities/ facilities or the rest of the New Building or compound. Notwithstanding the aforesaid, the Allottees shall not change or puncture any plumbing lines/ electric wires/cables.
- 27.17. Any damage caused to any premises below/ next to/ above the Flat or to any parts of the common areas/ utilities/ facilities or the rest of the New Building or compound on account of any movement of material/ equipment to/ from the Flat or on account of any work carried out therein shall be made good/ rectified by the Allottees at their costs and to the satisfaction of the Promoters).
- 27.18. As regards any equipment provided by the Promoters in the Flat, the Allottees shall ensure proper use and maintenance of the same and shall have annual maintenance contracts signed with the authorized agencies.
- 27.19. The Promoters are entitled to frame rules and regulations for the manner in which interior works shall be carried out by purchasers/ Allottees of premises in the New Building. The Allottees shall be bound to comply with all such rules and regulations and agree and undertake to sign such rules so framed, without any demur, at the time of taking possession of the Flat or at any time thereafter as and when called upon by the Promoters.

28. RESIDENT STATUS OF THE ALLOTTEE

In case of Indian Nationals: The Allottee(s) represent(s) that he/she/they is/are Indian Citizen(s) and resident(s) of India as defined under all applicable Indian Laws. The Allottee(s) represent(s) that the Allottee(s) is/are not a foreign national(s) / foreign national(s) of Indian Origin ("PIO")/ Non-Resident Indian(s) ("NRI"), and that the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or any other similar legislation do not apply to the Allottee(s). In the event of applicability of FEMA to any payment / refund between the Allottee(s) and the Promoters at any time (due to change of circumstances or otherwise), including due to the Allottee(s) status as foreign nationals / foreign nationals of Indian Origin ("PIO") / Non-Resident Indian; it shall be the responsibility of the Allottee(s) to comply with all the procedures, formalities and conditions that may be prescribed under such applicable law or laws for the time being in force, as also their statutory amendments, re-enactments, repeals, etc. In such event, the payments/ refunds will be made from/ to the account / channels as permissible in law. It is clarified that this provision shall apply in respect of all payments including those relating to taxes, deposits, outgoings, etc., payable in relation to the Flat or under this Agreement. The Allottee(s) indemnify and keeps fully indemnified the Promoters in relation to the above, including for all consequences that may arise due to any act of omission or commission by the Allottee(s) in that regard.

29. LOGO(S) INSTALLED BY THE PROMOTERS

The Promoters are entitled to install their logo(s) and name in/upon one or more places on the exterior of the New Building or any other location on the Property and the Promoters shall have full, free and complete access to the same for the purpose of repairing, painting, altering or changing the logo and the Allottee shall not obstruct or object or change or remove the logo(s)/ name, so installed, under any circumstances.

30. NO GRANT OF THE PROPERTY OR NEW BUILDING

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Property and New Building or any part thereof. The Allottees shall have no claim save and except in respect of the Flat hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the completion of the project and the handing over of the management to the Society.

31. BINDING EFFECT

Forwarding this Agreement to the Allottees by the Promoters does not create a binding obligation on the part of the Promoters or the Allottees until, firstly, the Allottees signs and delivers this Agreement with all the

schedules along with the payments due as per this Agreement within 30 (thirty) days from the date of receipt by the Allottees and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottees fails to execute and deliver to the Promotersthis Agreement within 30 (thirty) days from the date of its receipt by the Allottees and/or failto appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottees for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allotteesin connection therewith including the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever.

32. **ENTIRE AGREEMENT.**

This Agreement, along with its schedules and annexures, and writings signed contemporaneously with this Agreement, if any, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes anyand all understandings, any other agreements, allotment letter, correspondence, arrangements whether written or oral, if any, between the Parties in regard to the Flat. The Allottee agrees that this Agreement with any writings signed contemporaneously with this Agreement overrides the information, specifications, amenities, layout, pictures etc shown / contained in any brochure, advertisement, or publicity material in respect of the project and the same cannot and shall not be relied upon in any manner. The Promoters shall not be liable, responsible, obligated and / or required to provide any and / or all such amenities, specifications, etc as contained in any brochure, advertisement, or publicity material. No rightof any nature whatsoever shall be construed and / or accrued and / or deemed to have accruedin favour of any person and / or Allottee from or by virtue of any brochure, advertisements, publicity materials, documents etc.

33. **RIGHT TO AMEND**

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

34. **APPLICABILITY TO SUBSEQUENT ALLOTTEES**

It is clearly understood and agreed by and between the Parties hereto that all obligations arising hereunder in respect ofthe Flat and under this Agreement shall equally be applicable to and enforceable against any subsequent Allottees/ transferees of the Flat in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

35. **METHOD OF CALCULATION OF PROPORTIONATE SHARE**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with otherAllottees in the project, the same

shall be in proportion of the Total Flat Area to the total carpet area of all the flats in the New Building.

36. **JOINT ALLOTTEES**

In the event the Allottees is more than one, all communications shall be sent by the Promoters to the Allottees whose name appears first and at the address given by as per this Agreement, and which shall for all intents and purposes be considered as properly served on all the Allottees.

37. **STAMP DUTY AND REGISTRATION**

The charges towards Stamp duty and registration of this Agreement, shall be borne and paid by the Allottee alone.

38. **MISCELLANEOUS**

38.1. **Severability.** If any provision of this Agreement shall be determined to be void or unenforceable under RERA 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 RERA 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.

38.2. **Further Assurances.** Both Parties agree that they shall execute, acknowledge, and deliver to the other such instruments and take such other actions, in addition 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.

38.3. **Place of Execution.** The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' office, or at some other place which may be mutually agreed between the Promoters and the Allottees. The Allottees and/or Promoters shall present this Agreement at the proper registration office within the time limit prescribed by the Registration Act and shall admit execution thereof.

38.4. **Notices.** All notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A.D and/or notified Email ID at their respective addresses specified below:

If to the Allottee-

Mrs.,
ADD
E-mail address:

If to the Promoters-

M/s. MAKWISE HOMES LLP,
B/902, Loards CHS Ltd., Plot No. 5/35A, Sector 15, CBD Belapur, Navi
Mumbai 400614
E-mail address: makwisehomellp@gmail.com

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

38.5. **Dispute Resolution.** Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the MAHA-RERA as per the provisions of RERA and the Rules and regulations thereunder.

38.6. **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 courts in Mumbai will have the jurisdiction for this Agreement.

38.7. **Incorporation by Reference.**

Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

38.8 **Headings.** Headings of clauses contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

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.

SCHEDULE - I

(THE SAID PLOT ABOVE REFERRED TO)

All that piece and parcels of lands and grounds comprising of land bearing Survey No. 141, CTS No. 174(P), 178 (P), 179(P), total area admeasuring 3631.70 sq. mtrs., lying, being and situated at Anuvidnyan Nagar Co-op Housing Society Limited., Village Mankhurd, commonly known as Agarwadi Trombay, Taluka- Kurla, District- Mumbai Suburban District, Mumbai 400088

SCHEDULE - II

(SAID APARTMENT ABOVE REFERRED TO)

Flat No.....floor of the New Building (counting from ground level) admeasuring sq.ft. Rera Carpet Area equivalent to sq.mtrs. along with one stilt car parking in the building named “**Anuvidnyan Nagar Co-operative Housing Society Limited**” which is constructed in or upon the above referred said Plot, which apartment is shown on the floor plan thereof as Annexure 'D',

SCHEDULE – III

(AMENITIES)

List of Amenities

Sr No.	Description / Items	Specifications	Approved Make
1	Civil Work	As per Specification, Instructions & Design by Architect & Structural Consultants	Design Mix. Con.: L&T, ACC/ Sanghi / Godrej. Steel: TATA SAIL/ Jindal Rolling mill steel allow.
2.	External & Internal Finishing	External double Coat sand faced plaster, Internal P.O.P. Punning /plaster on walls & ceiling.	
3.	Flooring Work		
a.		Living room, Bedrooms and Kitchen 2-0 x 2-0" (or any suitable size) Vitrified floor tiles of approved shades and design (premium quality) with 4" skirting (flush with wall).	Johnson, Nitcon, Euro, AGL
b		Toilets: Full height Ceramic tiles (premium Quality) dado with anti-skid flooring as per sample approved by Arch.	Johnson, Nitcon , Kajaria, AGL
c		Kitchen Platform: 2-3" wide platform of Jet Black Granite top with S. S. Sink (22" x 18") with T-0" high tiles above platform (as per Arch details dwgs)	Johnson, Nitco, AGL, kajaria or Bell
d		Staircases: Mirror polished kotha stone / jaisalmer marble on tread, riser &	

		midland Ing with anti-skid strips, edges should be half round molded.	
	e.	External site (Landscape): The Parking area, pathways & Open spaces shall be finished with Chequered tile & Low maintenance landscape will be provided.	
	f.	Entrance Lobby & Lift Lobby: Italian Marble & pattern of approved shades in flooring and dado as per design by Arch.	
4.	Doors (Acrylic Door)	Door frame: 6" x 4" T. W. make with approved finishing veneer or laminates with heavy duty brass hinges & all other necessary fittings such as tower bolt, kundi, safety chain, night latch, peep hole, door stopper & decorative handle all are brass metal from both sides. Main door opening size 7'-0" x 3'-6", Bed Room doors opening size 7'-0" x 3'-0" Safety door in front of main door as per Architects design & details Toilet Door: Stepped Black Granite frame, approved make 25mm thk. PVC door with all fitting & fixtures, Standard opening size as per instruction on site.	Fit. & Godrej/ Europa
5.	Windows	Heavy Section Aluminum Sliding Anodizing windows with 5mm Clear/ Color glass with interlocking arrangement with 1 no mosquito net sliding shutter as per design. Gobi an All windows resting on 18mm thk. Marble / Granite frame on all side All windows are provided with box type M.S. Grill and for toilet M. S. Grill outside with wire mesh jali from inside (as per Approvals of PMC)	Aluminum: Jindal. Glass Asahi, Modi/ Saint Gobian
6.	Plumbing	External: Water down take line: should be of GI with zinc chromite's coating/ UPVC of sufficient dia. as per specification. Drainage line: PVC pipes/ cast iron pipes as per specification Internal: all internal plumbing work should be or concealed pipes and fitting used for plumbing should be of GI "C" class/ UPVC.	GI pipes: TATA or Other PVC pipe : prince or ISI make TATA / Zenith

		Fitting & Fixture: Wall mounted and Orissa pan as per specification with matching color fitting like Flush tank, covers, brackets, PVC connector Angle Cock, and 2 Way with hot/ cold water jet bib cock, nahani trap with S.S. jali etc. One tab in Kitchen for Sink, one additional taps for aqua guard and provision for washing machine to be provided with inlet and outlet points at kitchen / dry balcony area as specified in Arch. Dwgs. Toilets internal Layout: as per standard design & instruction by Arch. (Shower area, EWC & wash basin etc.) Gas Gyser connection provision to be made available in toilets. Existing Mahanagar Gas connection: to be retained and re-connection charges to be borne by developer	EWC: Hindware/ Perry ware /AGL or Other Water Tabs: Jaguar series, AGL
7.	Electrical (High & Low Vol.)	ISI approved copper wires of appropriate size through PVC conduits & separate conduits for TV Polycab Cable/Internet/ Telephone with adequate spacing to be provided. Switches to be provided at appropriate location. All winnings should be concealed Living, Bed Room & Kitchen: Sufficient nos. of points (as per internal layout of flat) to be provided. Provision for A/C. (1.50/ 2.00 Tons), Tube light, bracket lights, TV, Computer, Telephone Etc. with 5 & 15 Amp Plug points. Toilets: Provision for exhaust fan, bracket lights & 1 no 5/15 Amp points Common Area: Provision for bracket lights & 1 no 5/15 Amp points Intercom (EPABX) & CCTV: system to be provided to all members & connected with Security Cabin, Entrance lobby as per requirement to telecom com.	Wire Finolex / Polycab Modular Switches Anchor ROMA Northwest
8.	Paintings	Internal: 3 coats of plastic Emulsion paint on the prepared surface of the all sides of wall and ceiling. Lift Lobby, Staircase, Entrance Lobby etc: 3 coats of Texture paint on the prepared surface of walls & Ceiling. External paints to Building: Apex Ultima / Damanis with 10 years warranty of shades fading water proofing coat should be applied before paint coat.	Asian paints / Nerolac. Asian Paints / Nerolac / Damans.

			Approved Oil paints to all M. S. Fabrication work like Windows Grill, Railing etc, 1st coats of red oxide & final coats of oil paints to match with external color scheme of building.		
9.	Fire Fighting System		As per the MCGM governing laws / CFO requirement.		
10.	Waterproofing		All wets areas like toilet, sunken portions, terraces and exposed roof surfaces will be waterproof. And performance warranty for a minimum of 10 years.		
11.	Elevators		Adequate no. of high speed elevator of min. 6 passenger capacity with the latest technology (infra red door curtain, fireman's switch, 2 way communication system and automatic rescue device with Airline finish SS body) Min. 1No of stretcher Lift. The interior finish of the Lift: Car in scratch proof brush finished stainless steel, with approved flooring material with light fitting, exhaust fan and ceiling fan with auto on/ off system	Otis Schindlers	Mitsubishi
12	General Areas		Provision for Electrical Room, M.T.N.L. room, I.T. Room, Security cabins, Gymnasium etc., and all other area/ rooms approved by M.C.G.M.		
a	Society Room		Finishing same as others room, Toilet same as toilet specification with wash basin & mirror. Loose Furniture: 1 no. Steel cupboard, 1 no. office table with locking arrangement, 24 nos. plastic chairs, O. H. filing storage with fitting and fixture		
b	Main Gate		As per Design and specification approved by Arch. (one large opening for vehicular movement and one small opening for pedestrians)		
c	External Signage Boards		Decorative Name plates Letters publishing society name with proper lighting arrangement.		
d	Letter box.		As per standard design approved by Architect		

e	Water Tank	Under ground and O. H. Water tank with adequate storing capacity with submersible pump with auto switch as per requirements. And one additional tank for tanker water as per approved location
F	Common Terrace	Decorative Terrace (for Common Function) with toilet facilities, small pantry etc., with lighting arrangement. Solar panel/unit on terrace for common light or necessary use, Common cable Antenna
g	Dust Bin	Proper arrangement inside & outside of compound.
h	Anti-termite treatment	As per standard specifications.
i	Servant's Toilet	Servant Toilet in the stilt area of each wing / building.
13	Refuge Area	13 As per the MCGM governing laws CFO requirement
14	Rainwater Harvesting	Provided as per governing Law and with proper specification, survey.
15	Temple	Small temple/ Idol at level entrance hall as per requirement.
16	Flag Post	Permanent location for flag post at podium levels.
17	Pump room with Tanks	As per approved location & capacity (U.G. Tank, Fire fighting tank)
18	Compound wall	As per Architect design & details with Gates, Security cabin etc.
19	Electric meter Room with provision generator	As per Architect design & details with Gates, Security cabin etc.
20	Bore well	As per Gov. Laws.

- 21

Generator (Elec. Backups)

For Common area & Lifts etc.
- 22

Security Cabin:

At Every Gate (Entry & Exit) with necessary furniture (Table, Fan, intercom sys. etc.)
- 23

Solar Systems

For common area
Panel shall be installed on top of building (Terrace) as per suitable area with proper approvals of local authorities.

SIGNED SEALED AND DELIVERED BY THE)
Withinnamed “**PROMOTER**”)
M/s. Makwise Homes LLP)
through its Authorized Designated Partner,)

(Signature)	Photograph	Left Hand Thumb Impression
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In the presence of)

SIGNED SEALED AND DELIVERED BY THE)
Withinnamed “**ALLOTTEES**”)

(Signature)	Photograph	Left Hand Thumb Impression
(Signature)	Photograph	Left Hand Thumb Impression

In the presence of.....)

RECEIPT

Received by the Promoters of and from the Allottees)
The sum of Rs...../- through RTGS)
Drawn on)
towards part payment as mentioned above)

We say received
For M/s. Makwise Homes LLP

(Through its Designated Partner)

Witnesses:

Sr. No.	PARTICULARS Payment Schedule	WORK
1	Booking Amount	10%
2	Upon Execution of Agreement	20%
3	Completion of Plinth	15%
4	On Completion of 1 st Slab	3%
5	On Completion of 2 nd Slab	2%
6	On Completion of 3 rd Slab	2%
7	On Completion of 4 th Slab	2%
8	On Completion of 5 th Slab	2%
9	On Completion of 6 th Slab	2%
10	On Completion of 7 th Slab	2%
11	On Completion of 8 th Slab	2%
12	On Completion of 9 th Slab	2%
13	On Completion of 10 th Slab	2%
14	On Completion of 11 th Slab	2%
15	On Completion of 12 th Slab	1.50%
16	On Completion of 13 th Slab	1.50%
17	On Completion of 14 th Slab	1.50%
18	On Completion of 15 th Slab	1.50%
19	On Completion of 16 th Slab	1.50%
20	On Completion of 17 th Slab	1.50%
21	On Completion of 18 th Slab	1.50%
22	On Completion of 19 th Slab	1.50%
23	On Completion of 20 th Slab	1.50%
24	On Completion of 21 st Slab	1.50%
25	On Completion of Walls	3%
26	On Completion of internal plaster, flooring, sanitary fittings, staircase & lobbies	3%
27	On completion of external plumbing, external plaster, elevation & terrace	3%
28	On completion of water pumps, electrical fittings, paving, doors & windows	3%
29	On Possession upon receipt of Occupancy Certificate	5%