AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Bhayandar, on this _____day of the Christian Year Two Thousand_____, **BY AND BETWEEN GEETASPANS REALTORS PRIVATE LIMITED**, **(CIN No. U45209MH2021PTC355964)** a company incorporated under the provisions of The Companies Act 2013, having its address at SH-2 A B Comm. Janki Heritage, 150 Feet Road, Near Reena Mehta College, Bhayander (West), District Thane: - 401 101, hereinafter for the sake of brevity referred to as **"THE PROMOTERS / BUILDERS"** (which expression shall unless it be repugnant to the context and meaning thereof would mean and deem to mean and include the said partnership firm, the partners constituting the said partnership firm, the partners constituting the said firm for the time being and from time to time, their respective legal heirs, representatives, executors, administrators and assigns) of the **ONE PART**

AND

SHRI/SMT./MS./MESSER _____

_____

having his/her/their/its address at _____

_____

hereinafter for the sake of brevity referred to as **"THE ALLOTTEE"** (which expression shall unless it be repugnant to the context and meaning thereof, would mean and deem to mean and include, in case of individual or individuals, his/her/their legal heirs, executors, administrators and permitted assigns/in case of body corporate, its successors and permitted assigns/in case of partnership, the such firm, the partners, constituting the said firm, for the time being and from time to time, their survivor/s and their respective legal heirs, administrators, executors and permitted assign/s in case of Hindu Undivided Family, the co-parceners of the such HUF, for the time being and from time to time their survivors from time to time and their respective legal heirs, administrators, executors and permitted assigns/in case of trust, the trustees for the time being and from time to time of the trust and the survivor/s of them and their respective legal heirs, executors, administrators and permitted assigns of the last survivor of them) of the **OTHER PART**,

The Promoters and the Allottee are hereinafter collectively referred to as **"The Parties"** and individually as **"The Party"**.

W H E R E A S : -

a) By diverse, deeds, factors and circumstances, Shri. Amrishchandra Jagdishnarain Agarwal, Smt. Smita Ashok Agarwal, Smt. Pooja Shaikh (Nee. Pooja Ashok Agarwal), Smt. Saloni Pandey (Nee Saloni Ashok Agarwal) and Shri. Ajay Jagdishnarain Agarwal became owners of land bearing Plot No. 681 [Original Plot No. 413], [T.P.S III of Borivali], Survey No. 13, Hissa No.9, CTS NO. 66, admeasuring 1,229.50 sq.mtrs., of Revenue Village Shimpoli/Borivali, Taluka Borivali, Mumbai Suburban district, now falling within the local limits of R/North/South Ward of Municipal Corporation of Greater Mumbai **(MCGM).**

b) By virtue of Deed of Conveyance dated 26th March, 2021, registered with the sub-registrar of Assurances at Borivali bearing registration No. BRL6-6338-2021 executed by and between Shri. Amrishchandra Jagdishnarain Agarwal, Smt. Smita Ashok Agarwal, Smt. Pooja Shaikh (Nee. Pooja Ashok Agarwal), Smt. Saloni Pandey (Nee Saloni Ashok Agarwal) and Shri. Ajay Jagdishnarain Agarwal, the Vendors/Owners therein and the promoters herein, the promoters have seized and possessed of and well and sufficiently entitled to pieces and parcels from land bearing Plot No. 681 [Original Plot No. 413], [T.P.S III of Borivali], Survey No. 13, Hissa No.9, admeasuring 1,229.50 sq.mtrs., of Revenue Village Shimpoli/Borivali, Taluka Borivali, Mumbai Suburban district, now falling within the local limits of R/North/South Ward of Municipal Corporation of Greater Mumbai **(MCGM)** more particularly described in the **First Schedule** written hereunder, hereinafter referred to as **"The said Land"**.

c) By and vide Mutation Entry No. 1585 dated 08th September,2023, the Said Land came to be mutated in the name of Promoters.

a) The MCGM has sanctioned the development plan by and vide its order bearing no. P-8931/ 2021/ (681)/ R/ C/ WARD/ FP/ IOD/1/ NEW dated 06th January, 2022 in respect of the building.

b) The Promoters have to handover 70% Plot area admeasuring 821.73 sq.mtrs for Playground Reservation to MCGM as per Development Control and Promotion Regulations (DCPR) 2034 of the said Project Land.

c) The Promoter shall also develop 30% Plot line admeasuring 352.17 sq.mtrs. for Residential user as per DCPR 2034, hereinafter referred to as **"The said Project Land"**.

d) The Competent Authority under the Maharashtra Land Revenue Code and the District Collector of Mumbai Suburban District by and vide its order bearing No. C/KARYA-7 A/ BI.SHA./SRB-11469/2023 dated 23rd June, 2023, has granted the necessary permission for the non-agricultural use of the said Project Land;

e) The Promoters herein, revised the Development Plan from the MCGM, by and vide an order bearing No. P – 8931/ 2021/ (681)/ R/ C Ward/ FP dated 29th July, 2022, hereinafter referred to as the **"The said Sanctioned Plan"**, which is as per the authenticated copy of the same annexed hereto and marked as **Annexure- I**.

f) The Promoters have acquired the FSI (Floor Space Index) of 2239.72 sq.mtrs. as per the said Sanctioned Plan for construction of the building along with Three Parking Basement + Four Parking Levels + Fourteen Habitable Floors which may go up to Twenty Habitable Floors**.**

g) The Promoters have represented to the Allottee and the Allottee do hereby agree, admit, confirm and further place on record that he is being made aware of the following facts: -

i. That the Promoters shall be developing the Building and such development work shall be carried out subject to the D.C. Rules applicable from time to time of the MCGM;

ii. That the Building, as per the Sanctioned Plan, shall be constructed on the said Project Land, which is delineated in red colour in the authenticated copy of the said Sanctioned Plan annexed and marked as **Annexure-I**.

h) The Said Building, to be constructed on the said Project Land, shall be known as **"ANJANI SHIKHAR"**, hereinafter referred to as **"The Said Building"**.

i) The said Project Land, the Said Building and the development work to be carried out thereof, are hereinafter collectively referred to as **"The Project"**.

j) The Said Building is currently having a sanctioned F.S.I of 2239.72 sq. mtrs. as per the working, parameters and norms of MCGM.

k) By virtue of the writings as recited hereinabove, the Promoters, are entitled to deal with the premises of the Said Building to be constructed on the Said Project Land, on what is known as **"OWNERSHIP BASIS"**, directly in favour of prospective allottees and also enter into agreements and also receive and appropriate the consideration, it shall without being accountable to anyone.

l) The Promoters have already commenced the civil work and other development and construction work of the Said Building to be constructed on the Said Project Land.

m) The copy of the Certificate of Title, issued by the advocate of the Promoters, the authenticated copy of the same is annexed hereto and marked as **Annexure -II**. Likewise, authenticated copies of the PR Card of the said Project Land is also annexed hereto and marked as **Annexure - III**.

n) The Owners/ Promoters have entered into a standard agreement with **Ar. Manish Shah**, Architect, duly registered with the local development authority víz:-MCGM and Council of Architect respectively.

o) The Promoters have also appointed Structural Engineer viz:- **M/s. AVP Consultants**, for the preparation of the structural designs and drawings of the Said Building to be constructed on the said Project Land and the Promoters do hereby accept the professional supervision and service of the Architect and the Structural Engineer, till the completion of the Said Building.

p) The Promoters have reserved its rights to terminate the service of the above-said Architect and the Structural Engineer, in its sole discretion and appoint any other Architect or Structural Engineer in their place.

q) The Promoters have already registered the Said Project with the Competent Authority, under the MahaRERA and the Competent Authority has issued the Registration Certificate bearing No. _____, which is as per the authenticated copy of the same annexed hereto and marked as **Annexure-IV**.

r) The authenticated copies of the plans and specifications of the premises sought to be allotted by the Allottee, as sanctioned and approved by the local authority and other concerned authority/body are already annexed hereto as **Annexure V**.

s) The promoter represents that aforesaid land and units constructed thereupon have been mortgaged to ICICI Home Finance Company Limited by an Indenture of Mortgage Deed executed between Promoter & ICICI Home Finance Company Limited which was registered in the office of Sub-Registrar of Assurances Borivali bearing registration serial no. BRL-4-1536-2024 dated 01/02/2024. Promoter has mortgaged aforesaid unit/s to avail Construction Finance facility from ICICI Home Finance Company Limited for the aforesaid project ANJANI SHIKHAR. Hence, Promoter assures and confirms that; Promoter shall deposit all the Sale Proceed or Sale Consideration which have been received or to be received in ICICI Escrow Account No. 002805009208, Bhayandar (West) branch, having IFSC Code ICIC0000028. However, ICICI Home Finance Company Limited has issued 'No Objection Certificate' and released aforesaid unit/s from all the encumbrances upon aforesaid units and also granted permission to enter into Agreement/s for the purpose of sale to the allottee. There are no other encumbrances upon the Project Land as well as Unit/s constructed thereon and the title of the said Project Land and the said Unit/s is/are clear and marketable, except for whatever is stated herein;

t) The Promoters have already informed the Allottee that it has already obtained the approvals, sanctions and nocs from the concerned authorities including the plans, the specifications, elevations, sections of the Said Building to be constructed on the said Project Land, as set-out hereunder and shall obtain the remaining/balance approvals from the concerned authorities or bodies from time to time, eventually to obtain the

Occupation Certificate of the Said Building to be constructed on the said

Project Land.

u) The Promoters have also informed the Allottee that while sanctioning the plans by the concerned local authorities or bodies or the Government, has laid down certain terms, conditions and stipulations and restrictions to be observed and performed by the Promoters, while carrying out the development work of the Said Building and only upon the due observance and performance of the same, the Occupation Certificate shall be issued / granted by the concerned local authority or body.

v) The Allottee do hereby further represent, confirm and place on record as under: -

    i. That he has verified the entire particulars and the data so displayed and disclosed by the Promoters in the website of MahaRERA, in respect of the Project;

ii. That the Promoters have offered him the inspection and verification of the originals of all the deeds and writings pertaining to the Project, including the Title Certificate, so issued by the Advocate of the Owners/Promoters;

iii. That the Promoters have also offered the inspection of the said Sanctioned Plan and also the specifications of the Said Building and all other documents as contemplated under the provisions of RERA and Maharashtra Rules 2017.

iv. That he is fully and completely satisfied about the title of the said Project Land.

v. That he has already sought and the Promoters have already provided him and also satisfied him fully and completely about all the material facts pertaining to the Project.

vi. That he has opted to seek allotment of the premises in the Project after being fully made aware of and also being satisfied about each and every particulars and facts about the Project.

vii. That he has already personally visited the site and has also verified and ascertained the portion upon which, the Said Building shall be constructed, on the said Project Land and also the area of the R.G., which is as shown in the authenticated copy of the Sanctioned Plan annexed hereto and marked as **Annexure - I**.

viii. That the said Building under reference is constructed with deficient open spaces after obtaining concession/ approval from the MCGM.

ix. That Allottee shall not object the development of adjoining plot in future with deficient open spaces.

x. That permanent attendant will be kept for ingress and out gress of vehicles through aisle space of less than 6.00 mtrs.

xi. That the Big : Small parking ratio in the building is 40:60 instead of 50:50 as per DCPR 2034 and MCGM will not be held responsible for the same.

xii. That M.C.G.M and its officers are not responsible in case of failure of mechanical car parking's / car lifts etc. in future at any point of time.

v) After being fully satisfied about the title of the Promoters in respect of the Project and also verifying all the sanctions, permissions, nocs, so already issued by the concerned authorities/bodies including the specification, the Allottee has applied to the Promoters for the allotment of a premises, being Flat/Shop No._____on_____Floor, of the said Building, admeasuring_____sq. mtrs. (carpet) in the Said Building to be constructed on the said Project Land, as specified hereunder.

w) The Carpet Area means the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said premises for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartments.

x) The parties hereto based on and relying upon the confirmation, representations of each other to faithfully abide by the terms and conditions and stipulations, as contained hereunder and all applicable laws, are now desirous of entering into these presents on the terms and conditions, hereinafter appearing hereunder.

y) The Allotee has paid to the Promoters, a sum of Rs._____/- (Rupees_____ _____Only) being less than 10% of the consideration, as provided hereunder on or before execution of these presents, towards the sale consideration of the premises to be allotted by the Promoters to the Allottee, as token/earnest money/application fee or part payment of the sale consideration and the payment and receipt whereof, the Promoters do

hereby admit, confirm and acknowledge and the balance/remaining consideration shall be paid as provided hereunder.

z) As per the provisions of Section 13 of the Said Act, the Promoters are required to execute a written Agreement for Sale in respect of the premises to be allotted to the Allottee and also register the same, as per the provisions of The Registration Act, 1908 and accordingly, the parties hereto are entering into these presents, in the manner as appearing hereunder, which have been mutually agreed to by and between the parties hereto: -

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

1. <u>RECITAL</u>:-

All the recitals made hereinabove, including Schedules and Annexures hereto, shall form and become and integral part parcels of this agreement, as if, the same are incorporated expressly and specifically in the body of these presents in verbatim and shall be read, interpreted and constructed accordingly,

2. <u>INTERPRETATION</u>: -

The term Allottee shall denote and connote the following meanings:-

i) Singular number and plural numbers;

ii) Masculine gender, feminine gender and neutral genders.

3. <u>ABBREVATION</u>:-

The following abbreviations are used to this agreement, for the sake of brevity and convenience to denote and connote the following:-

i. MCGM& : Municipal Corporation of Greater Mumbai Local/Competent Authority

ii. RERA : The Real Estate Regulatory Act 2016

iii. MahaRERA : The Rules made under Maharashtra RERA Rules 2017.

iv. D.C. Rules : The prevailing Development Control Rules of MCGM.

4. The Promoters have already commenced the development and construction work of the said building i.e. the building which is presently known as "Anjani Shikhar", on the said Project Land consisting of Three Parking Basement + Four Parking Levels + Fourteen Habitable Floors which may go up to Twenty Habitable Floors**.**

5. **<u>ALLOTMENT OF PREMISES BY THE PROMOTERS TO THE ALLOTTEE</u>: -**

i. The Allottee seeks allotment from the Promoters and the Promoters hereby agree to allot to the Allottee, a premises being Flat/Shop Mo._____, in the said Building, on floor, admeasuring _____sq.mtrs. (carpet) as per RERA and in addition sq.mtrs. (carpet) enclosed balcony as per D.C. Rules of MCGM, in the said building i.e. the building which is presently known as **Anjani Shikhar**, hereinafter referred to as **"The Said Flat/ Shop/ Premises/ Apartment"**, as shown in the floor Plan thereof, annexed hereto and marked as **Annexure V** and more particularly described in the **Second Schedule** written hereunder, for a consideration of Rs. _____/- (Rupees _____ _____ Only), (i.e. _____sq.mtrs. X Rs._____/-) 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 **Third Schedule** written hereunder.

ii. The Allottee hereby also agrees to purchase from the Promoter and the Promoter agrees to sell to the Allottee garage bearing No.s _____ situated at _____ Basement and/or _____podium being constructed on the said Entire Land for the consideration of Rs. _____/- (Rupees _____ _____.

iii. The Allottee 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 on the said Entire Land for the consideration of Rs._____/- (Rupees _____ _____.

6. Accordingly, the aggregate consideration amounts payable by the Allottee for the Said Premises, including the covered/mechanical car parking space, works out to Rs._____/- (Rupees ___ _____ _____Only).The Allottee shall pay the abovesaid amount of consideration to the Promoters in the manner as set-out in the Payment Plan annexed hereto and marked as **Annexure VI.**

7. As per the prevailing provisions, the abovesaid payments are subjected to provisions of the Tax Deducted at Source, as per the prevailing Income Tax Act 1961 and the Rules made thereunder.

Provided that the entire onus and responsibility of complying with all the requirements in this regard, shall be of the Allottee alone, including depositing of such TDS amount and also issuing of certificate for Tax Deducted at Source, as contemplated under the provisions of Income Tax Act, 1961 and also the Rules made thereunder.

8. The abovesaid total amount of consideration, is exclusive of all taxes (consisting by the tax paid/payable by the Promoters by way of Value Added Tax, Service Tax, GST, Cess, etc. or any other similar taxes,

levies or cess, which may be levied, in connection with the construction of and carrying out the development work of the Project, payable by the Promoters) till the date of offering of the possession of the Said Premises, by the Promoters to the Allottee.

9. The abovesaid amount of total consideration is also escalation free, save and except increases, which are 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 Authority or Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee for any such increase in the development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose a copy of such notification / order / rule / regulation / documentary evidence published / issued in that behalf to such effect, along with the demand letter being issued to the Allottee, and the same shall be only applicable on subsequent payments/ installments or as per the milestone of payment [i.e. Payment Plan] as provided in Clause No. 6 hereinabove.

10. The Promoters may in its sole discretion allow rebate for any early payments of installments, as per payable by the Allottee, as provided hereinabove, by discounting such early payments, at the rate as per Rule No.18 of MahaRERA, for the period, by which the respective installment has been pre-poned.

Provided further, the provision of allowing the rebate and the rate of rebate shall not be subject to any revision / withdrawal, once the same is generated to the Allottee by the Promoters.

11. The Promoters shall confirm the final carpet area of the Said Premises, which is agreed to be allotted to the Allottee by these presents, after the development work of the Said Building is complete and the Occupation Certificate is granted/ issued by the Competent Authority, by furnishing details of the changes, in case, should there be any reduction in the carpet area more than the defines limit of 3% and in such event, the Promoters shall refund whatever the excess money so paid by Allottee within 45 (forty-five) days along with annual interest at the

rate specified in the Rule No. 18 of MahaRERA, from the date on which, such excess amount was paid by the Allottee to the Promoters, likewise, in case, should there be any increase in the carpet area of the Said Premises agreed to be allotted to the Allottee, by these presents and in such event, the Promoters shall demand such additional amount of consideration payable arising out of such increase in the carpet area from the Allottee, as per the next milestone as per the Payment Plan annexed hereto. All such monetary adjustments shall be made at the same rate per square meter, as provided in Clause No. 5, hereinabove.

Notwithstanding anything as provided hereinabove, in case of any dispute as far as the measurement about the carpet area of the Said Premises and in such event, the same shall be physically measured, after removing all finishes that have been applied / fixed and the cost of such removal and refitting / re-fixing / applying of such finishes shall be borne by the Party, which raises the dispute about the measurement of carpet area of the Said Premises.

12. The Allottee doth authorize the Promoters to adjust/ appropriate all the payments made by him under any head(s) of dues against lawful outstanding or dues, if any, in his name, as the Promoters may, in its sole discretion deem fit and proper. The Allottee undertakes and further covenants not to object or dispute or demand or direct the Promoters to adjust his payments in any manner.

13. The fixtured and fittings including the flooring and sanitary fittings and amenities such as elevator/s to be provided by the Promoters in the Said Building and the Said Premises as are set out in the **Annexure VII** annexed hereto.

14. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions of any, which may have been imposed by the Local Authority at the time of sanctioning the plans or thereafter and shall, before offering the possession of the Said Premises to the Allottee, obtain from the Local Authority Occupation Certificate or Part Occupation Certificate in respect of the Said Building.

15. It is clearly agreed, understood and acknowledged by the Promoters and the Allottee that the time is **"The Essence of The Contract".** The Promoters shall abide by the time schedule for completing the Project and offering the possession of the Said Premises to the Allottee and the common areas to the body of purchasers / allottees of all the premises of the Said Building, after obtaining the full Occupation Certificate. Similarly, the Allottee also shall make timely payments of the instalments and other accounts and dues payable by him to the Promoters and also for meeting the other obligations under these presents, subject to the development work of the Said Building by the Promoters, as provided in Clause No.6 hereinabove (i.e. Payment Plan).

16. The Promoters hereby declare that the Floor Space Index Sanctioned as on date in respect of the Project is 2239.72 sq. mtrs. or thereabout. The Promoters shall be using such F.S.I., entitlement as per the D.C. Rules or based on the expectation of increased F.S.I., which may be available in future on modification / revision of D.C. Rules of the Local Authority, which are applicable to the Project. The Promoters have disclosed the Floor Space Index of as proposed to be utilized by it on the Said Building or constructing additional structure/s on the said Project Land and the Allottee has agreed to acquire the Said Premises, based on the proposed construction to be carried out by the Promoters and the sale of premises thereof by the Promoters, by utilizing the proposed construction to be carried out by the Promoters and the sale of premises thereof by the Promoters, by utilizing the proposed F.S.I. and on the clear-cut understanding that the declared proposed F.S.I. shall always belong to Promoters along and further that the Promoters herein may make use of such increased additional benefits of F.S.I., either on the Said Building or by construction of additional structure/s on the said Project Land, as provided hereinabove.

17. In case, the Promoters are unable to abide by the time schedule for completing the Project and offering the possession of the Said Premises to the Allottee and the same shall be specifically subject to Force Majeure, as set-out hereunder and in such event, the Promoters agree to

pay the Allottee, in case, he does not intend to withdraw from the Project, an interest as specified in the Rule No. 18 of MahaRERA, on all the amounts paid by the Allottee, for every month of delay, till such time of offering of the possession of the Said Premises to the Allottee.

Provided further, the Allottee shall not be entitled to claim any such interest from the Promoters, in case, the Allottee has been guilty of committing default in making the payment of the installments as per the Payment Plan annexed hereto and marked as **Annexure VI** and other payments as provided hereunder.

18. The Allottee agrees to pay to the Promoters, interest as specified in the Rule No.18 of the MahaRERA, on all the delayed payment, which become due and payable by the Allottee to the Promoters under the terms of these presents, from the dates on which, such amounts become due and payable by the Allottee to the Promoters, which is as per the Payment Plan as set-out hereinabove.

19. Without prejudice to the right of the Promoters to charge interest in terms of Clause No. 18 hereinabove, the Allottee upon committing any default in the payment of the installment and other dues, on the respective due dates of any amount due and payable by the Allottee to the Promoters under these presents, (including his proportionate share of taxes levied by concerned Local Authority and other outgoings, as provided hereunder) and on the Allottee committing 3 (three) nos. default of payment of installments and other amounts payable by the Allottee as provided hereunder, the Promoters shall at its own option, may terminate these presents.

Provided that the Promoters shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post A.D./ Courier at the address provided by the Allottee hereunder and mail at the e-mail address provided by the Allottee, of its intention to terminate these presents, on account of the specific breach or breaches of the terms and conditions of these presents by the Allottee, due to which, it is intended to terminate these presents. In case, the Allottee fails to rectify/remedy the breach or breaches as notified by the Promoters within the period of

notice and in such event, upon the expiry of the period of notice, the Promoters shall be entitled to terminate these presents.

Provided further, that upon the termination of these presents, as aforesaid, the Promoters shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which ay be payable to the Promoters by the Allottees) within a period of 30 (thirty) days.

20. It is clarified that for whatever reasons or under any circumstances, the Promoters shall not be liable to refund any of the amounts collected by the Promoters or the amount of GST or any other levies or cess and deposited by the Promoters to the concerned authority, unless and until, the refund of the same are duly received by the Promoters by the concerned authority and the refund shall be without any interest. Similarly, upon cancellation of these presents in the manner as provided hereinabove, the Promoters shall not be liable or responsible to refund the stamp duty and registration fees, so paid by the Allottee for whatever reasons or under any circumstances.

Provided that the Allottee may take all necessary steps for obtaining the refund of the amount of stamp duty and registration fees paid by the Allottee, at his sole risks and consequences.

21. That the Allottee/s are entitled to possession of the Said Premises from the Promoters by December 2027 as per RERA. In case, the Promoters are unable to offer the possession of the Said Premises to the Allotee on account of reasons beyond its control and of its agents i.e. **Force Majeure,** which are explained and set-out hereunder separately by a separate heading, by the aforesaid date and in such event, the Promoters shall be liable on demand by the Allottee to refund the amounts already received by it, in respect of the Said Premises, along with interest at the same rate as provided in the Rule No.18 of the MahaRERA, from the date/s on which, the Promoters received such amount/s, till the actual date of refund.

Provided that the Promoters shall be entitled to reasonable extension of time for offering the possession of the Said Premises on

the aforesaid date, if the completion of Said building is delayed of the below mentioned factors and reasons **(i.e. Force Majeure)**: -

a) War, civil commotion or act of God;

b) Any notice, order, rule, notification of the Government and /or other public or competent authority/court;

22. <u>PROCEDURE FOR OFFERING & TAKING POSSESSION</u>: -

a. The Promoters, upon obtaining the Occupation Certificate of the Said Building from the MCGM and upon the receipt of the entire amounts to be paid by the Allottee as per the terms of these presents, shall offer in writing the possession of the Said Premises, to the Allottee, in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice. The Allottee agrees to pay the maintenance charges as determined by the Promoters or the association or any body of allottees to be formed of the body of allottees of the premises of the Said Building, as the case may be, from the date of offering the possession of the Said Premises by the Promoters. The Promoters on its behalf shall offer the possession to the Allottee, in writing within 7 (seven) days of receiving the Occupation Certificate of the Said Building and the same shall be subject to payment of all the amounts that are to be payable by the Allottee of the Promoters, as per the terms of the these presents.

b. The Allottee agrees and undertakes to take the possession of the Said Premises within 15 (fifteen) days of the written notice from the Promoters to the Allottee intimating that the Said Premises is ready for use and occupation.

23. <u>CONSEQUENCES OF DEFAULT ON THE PART OF THE ALLOTTEE TO TAKE POSSESSION OF THE PREMISES</u>: -

i. Upon receiving a written intimation from the Promoters as per Clause No.21 hereinabove, the Allottee shall take the possession of the Said Premises from the Promoters, by executing necessary indemnities, undertakings and such other documents as prescribed in this Agreement or as demanded by the Promoters and the Promoters shall handover the possession of the Said Premises to the Allottee. In case, the Allottee fails to take possession within the time provided in Clause No.21 and in such event, the Allottee shall continue to be liable to pay maintenance charges, as applicable, without any excuse or protest or demur of whatsoever nature;

ii. Upon the cancellation of these presents as provided hereinabove, the Promoters shall refund whatever the amount that are paid by the Allottee, subject to the deduction as provided hereunder, within a period of 45 (forty-five) from the date of cancellation of these presents. Provided further such refund shall be made by the Promoters only upon the Allottee executing Deed of Cancellation and also registering the same with the Sub-Registrar of Assurance;

iii. In the event of cancellation of these presents, as stated hereinabove, the Allottee shall not have any right, interest, benefits or claim of whatsoever nature against the Said Premises or against the Promoters, save and except, the right to receive the refund of the amount, as provided hereinabove;

iv. Consequent to the cancellation of these presents, the Promoters shall be entitled to deal with the Said Premises, in favour of any third party or parties, without any reference to the Allottee.

24. <u>DEFECT LIABILITY</u>: -

In case, within a period of 5 (five) years from the date of offering the possession of the Said Premises to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the Said Premises or the Said Building or any defects on account of workmanship,

quality or provision of service, other than any such defect/s occur, on account of factors that are attributable to the Allottee or to any of the other allottees or users of the premises of the Said Building and in such event, wherever possible, such defect/s shall be rectified by the Promoters at its own cost. In case, it is not possible for the Promoters to rectify such defect/s and in such event, the Allottee shall be entitled to receive from the Promoters, compensation for such defects in the manner as provided under the RERA.

25. The Allottee shall use the Said Premises or any part thereof or permit the same to be used only for the purpose of residence, in case use of residential premises and in the case of commercial premises, only the purposes or uses, which are legally and lawfully permitted. Likewise, the Allottee shall use the parking space to be allotted to him, for parking vehicles of himself or his family members, as defined under the provisions of RERA.

26. The Allottee along with all other Allottees of the premise in the Said Building shall join in forming and registering the Co-operative Housing Society or Association of Apartment Owners or a Limited Company, to be known by such name as the Promoters may decided and for this purpose, shall also from time to time sign, execute and deliver, the application for registration and / or membership and any other papers and documents necessary for the formation and registration of such Society or Association or Limited Company and also for becoming a member/s thereof, including the Bye-laws of the proposed Society or Memorandum and / or Articles of Association of such Association or Limited Company and duly filled in, signed and returned the same to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register such common association or organization of the allottees to be formed as provided hereunder. No objection shall be raised by the Allottee, if any, changes or modifications are made in the draft Bye-laws, or the Memorandum and Articles of Association, as may be required by the Registrar of Co-operative Societies or the

Registrar of Companies, as the case may be, or any other Competent Authority.

27. The Promoters shall, within 3 (three) months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society, Association or Limited Company, all the right, title and the interest of the Promoters receiving the entire consideration and all entire other amounts payable by the allottees of the premise of the Said Building. Likewise, the Promoters shall also cause the execution of the conveyance of the Said Project Land in favour of the Society or Association or the Limited Company, as the case may be within 3 (three) months, from the date of obtaining of Occupation Certificate of the last building to be constructed on the Said Project Land and also the Promoters receiving the entire amount of consideration and all other payable by the Allottees of the premises of the Said Building. Provided further, such conveyance to be executed shall be prepared by the attorneys of the Promoters alone.

28. Within 15 (fifteen) days after notice in writing is given by the Promoters to the Allottee that the Said Premises is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Premises) of outgoings in respect of the Said Project Land and the Said 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, the Said Building and also the common facilities or amenities provided in the Said Building, including common areas. Until the Society or the Association or the Limited Company is formed and the Said Building is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings along with applicable taxes, if any, as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoters

provisional monthly contribution towards the outgoings, which may be decided by the Promoters, at the time of offering of the possession of the Said Premises, along with the applicable taxes if any. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until the conveyance of Said Building and the Said Project Land are executed for in favour of the Society or Association or Limited Company to be formed as aforesaid. On such Conveyance being executed for the Said Building the aforesaid, deposits (less deduction as provided for in the Agreement) shall be paid by the Promoters to the Society or Association or the Limited Company, as the case may be without any interest.

29. The Allottee shall on or before offering of possession of the Said Premises keep deposited with the Promoters, the following amounts: -

i. Rs. _____/- (Rupees _____ _____ _____Only) towards share money, application, entrance fees of the Society or Association or Limited Company.

ii. Rs. _____/- (Rupees _____ _____ _____Only) towards the deposit towards provisional monthly contribution against the outgoings of Society or Association or Limited Company.

30. It is agreed, admitted and acknowledged by the Allottee that in case, the Promoters provide any additional amenities, other than the amenities, as specified hereunder, which shall be at its sole discretion and in such event, the Allottee shall pay to the Promoters, such amounts as may be decided or determined by the Promoters for the maintenance and upkeep of such additional amenities.

31. The Allottee shall also pay to the Promoters, a sum of Rs. Nil/- (Rupees Nil Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the

Promoters in connection with formation of the Society or Association or Limited Company for the preparing its rules, regulations any bye-laws and the cost of preparing and engrossing the conveyance, as provided hereunder.

32. On or before registration of conveyance of the Said Building, the Allottee shall pay to the Promoters, the Allottee's share of stamp duty and registration charges payable, by such Society or Association or Limited Company on such Conveyance or any document or instrument of transfer in respect of the Said Project Land and the Said Building.

33. <u>REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS</u>: -

The Promoters do hereby represent and warrant to the Allottee as follows: -

i. That the title of the Said Project Land is clear and marketable and free from all encumbrances;

ii. That as disclosed in the Title Report annexed to these presents, it has requisite rights to carry out development upon the Said Project Land and the Said Building and also has actual, physical and legal possession of the Said Project Land for implementation of the Project;

iii. That it 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;

iv. That there are no encumbrances on the Said Project Land or the Project;

v. That there are no litigations pending before any Court of law in respect to the Said Project Land;

vi. That all approvals, sanctions, permissions issued by the competent authorities in respect to the Said Project Land and the Said Building are valid and subsisting and were obtained

by following due process of law. Further, all approvals, sanctions, permissions, licenses and permits to be issued by the competent authorities in respect of the Said Project Land and the Said Building shall be obtained by following due process of law and the Promoters have bee and shall, at all times, remain to be in compliance with all applicable laws pertaining to the Said Project Land and the common areas;

vii. That it has every right to enter into this Agreement and further has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee agreed to be created by these presents may prejudicially be affected;

viii. That it 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 Land, including the Project and the Said Premises, which will, in any manner, affect the rights of the Allottee under this Agreement;

ix. That it confirms that it is not restricted in any manner whatsoever from allotting the Said Premises to the Allottee in the manner, as contemplated in this Agreement;

x. That at the time of execution of the Conveyance Deed of the Said Building in favour of the association or body of the Allottees, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Said Building to the association or body of the allottees, which are set-out in Fourth Schedule written hereunder.

xi. That it 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 of the Project to the concerned / competent authorities;

xii. That 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 it in respect of the Said Project Land and/or the Said Building.

34. The Allottee himself with an intention to bring all persons into whatsoever hands the Said Premises may come, hereby covenants with the Promoters as under: -

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

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

iii. To carry out at his own cost all internal repairs to the Said Premises and maintain the Said Premises in the same condition, state and order, in which, it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the Said Building or the Said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority

or other public authority. In event of the Allottee committing any act in contravention of the above provision, the Allottee shall alone be responsible and liable for the consequences thereof to the concerned local authority and/ or public authority;

iv. Not to demolish or cause to be demolished the Said Premises 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 Said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Said Building and shall keep the portion, sewers, drains and pipes in the Said Premises and the appurtenances thereto in good tenantable repair, state and condition, and in particular, so as to support shelter and protect the other parts of the Said 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 Said Premise without the prior written permission of the Promoters and/or the Society or the Association 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 Said Building or any part thereof of whereby any increased premium shall become payable in respect of the insurance;

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Premises in the compound or any portion of the Said Project Land and the Said Building or in the said Project Land;

vii. To pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his share of security deposit as demanded by the concerned local authority or Government or giving water, electricity or any other service in connection to the Said Building;

viii. To bear and pay any increase in the 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 Said Premises by the

Allottee for any purpose other than for purpose, for which is being sought to be allotted;

ix. Not to let, sub-let, transfer, assign or part with interest or benefit factor under this Agreement or part with the possession of the Said Premises until all and entire dues payable by the Allottee to the Promoters under this Agreement are fully and completely paid up;

x. To observe and perform all the rules and regulations which the Association or the Society or the Limited Company may adopt since its inception and any additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance and upkeep of the common areas and facilities provided in the Project and shall pay and regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

xi. Notwithstanding the Conveyance of the Said Building is executed in favour of Society / Association / Limited Company, the Allottee shall permit the Promoters and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into upon the Said Building or any part thereof, including the Said Premises to view and examine the state and condition thereof;

xii. To strictly follow all the fire safety instructions;

xiii. Not to tamper with or damage or soil the fire-fighting systems and equipment so installed in the Said Building, in any manner whatsoever.

35. CONFIRMATION AND ASSURANCE BY THE ALLOTTEE: -

i. The Allottee doth hereby represent and further assure the Promoters that the whatever the amounts he has paid to the Promoters, in respect of the Said Premises and all other payments that he may be making hereinafter, is form and out of his legal and lawful source of earnings alone and further admits, confirms and acknowledges that the Promoters herein has agreed to accept the booking of the Said Premises, entirely relying upon

and completely based on the assurances and representatives made by him, hereinabove;

ii. The Allottee hereby confirms that the Promoters have given to the Allottee concession in the consideration provided under these presents, which is less that the rate presently prevailing in the same vicinity in respect of the other buildings similarly situate at,, considering that the Allottee has agreed to the unconditional and irrevocable right and authority of the Promoters in respect of various open space, use of terrace, car parking space etc. and further agree to pay such amounts, deposits, taxes to the government, development charges, betterment charges, GST etc., as set-out hereunder under these presents as such the Allottee shall not obstruct, interfere, challenge, or dispute such rights of the Promoters and shall further shall extend full and whole-hearted co-operation as may be required by the Promoters and that he has undertaken to make such payments not limited to deposits, taxes etc. as mentioned under these presents;

iii. The Promoters shall at all times have the first charge and paramount lien over the Said Premises, in respect of all the dues and amounts that are payable by the Allottee to the Promoters as provided hereunder;

iv. Similarly, the Allottee doth hereby admit, confirm and acknowledge that the Promoters shall be fixing or displaying it "logo" or "monogram" on any prominent portion or place of the Said Building, as the Promoters may in its sole discretion deem fit and proper and such logo shall not be destroyed or removed or defaced or tempered or altered or mutilated by the Allottee or other allottees of the premises of the Said Building, or the common body to be formed of the allottee of the premises of the Said Building, for whatever reasons or under any circumstances;

v. The Allottee doth hereby further agree, admit, confirm and acknowledge that as per the agreed terms of the allotment of the

Said Premises, by the Promoters to the Allottee, as contemplated by these presents, notwithstanding execution of conveyance of the Said Building to be executed in the manner as provided hereunder, save and except the municipal ta, no other amounts is payable, not limited to including maintenance charges in respect of the unsold premises of the Said Building by the Promoters, till such time, the same are finally allotted and occupied by the prospective allottees. The Allottee doth hereby further agree, admit and acknowledge that stipulations as contemplated under this para shall be binding upon all other allottees of the premises of the Said Building and also the common body to be formed of all the allottees of the premises of the Said Building, at all times.

36. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance deposit, sums received on account of the share capital for the formation of the Co-operative Society or Association or Company, towards the out goings, legal charges and shall utilize such amounts only for the purposes for which they have been received. Provided further that the Promoters shall not be liable to produce accounts in respect of the moneys received from the Allottee and other allottees, but is only to submit the summary of the expenditures incurred, out of such sum collected by the Promoters.

37. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Premises, the Said Building and the Said Project Land. The Allottees shall have no claim, save and except, in respect of the Said Premises hereby agreed to be allotted to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, shall remain the property of the Promoters until the Said Building is transferred/conveyed to the Society or Association or Limited Company or other body of Allottees as provided hereunder.

38. <u>THE PROMOTERS SHALL NOT MORTGAGE OR CREATE ANY CHARGE: -</u>

After the Promoters execute this Agreement, it shall not mortgage or create a charge on the Said Premises 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 in respect of the Said Premises, as agreed to be purchased by these presents. However, it is explicitly made clear by the Promoters to the Allottee that notwithstanding anything contained under these presents, the Promoters shall always be entitled to raise finance against the security of their rights, interest, benefits, in the Project from any financial institutions, as the Promoters, may in its sole discretion deem fit and proper and the Allottee hereby expressly accords his irrevocable consent to the same.

39. AVAILING OF FINANCIAL ASSISTANCE BY THE ALLOTTEE: -

The Allottee may be permitted to avail financial assistance from any institutions against the Said Premises, subject to the following terms, conditions and stipulations and also in the following manner:

i. That the Allottee shall make a request in writing to the Promoters seeking permission or noc for availing such financial assistance against Said Premises;

ii. That upon the receipt of such request from the Allottee, the Promoters shall issue necessary noc to the Allottee for availing such financial assistance and the same shall be specifically subject to the payment of the amount of consideration and also all other amounts and dues payable by the Allottee to the Promoters as provided hereunder;

iii. That it is expressly agreed and specifically understood and acknowledged by the Allottee that the entire liability and responsibility to repay such financial assistance, including the monthly EMI payable or any penal payments and further that for whatever reasons or under any circumstances, the Promoters shall not be held liable or responsible for the same,

iv. That whatever the financial assistance so to be obtained. shall be paid directly to the Promoters and the Promoters shall be entitled to appropriate the same against the dues and amounts payable by the Allottee to the Promoters as provided hereunder and the Allottee shall not be entitled to dispute or raise objection against such appropriation to be made by the Promoters.

40. <u>BINDING EFFECT</u>: -

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters 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 of the Agreement by the Allottee and **secondly**, appears for registration of the same before the concerned Sub- Registrar of Assurance, as and when intimated by the Promoters. If the Allottee fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appears before the Sub-Registrar of Assurance for its registration, as and when intimated by the Promoters, then, the Promoters shall serve a notice to the Allottee for rectifying/remedying such default/s, which, if not rectified/ remedied within 15 (fifteen) days from the date of its receipt of such notice by the Allottee, application of the Allottee seeking allotment of the Said Premises may be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

41. <u>ENTIRE AGREEMENT</u>: -

This Agreement, along with its Schedules and Annexures, constitute the entire Agreement between the parties in respect of the subject matter as contained hereof and further that these presents supersede any and all understandings, any other agreements, allotment letter, booking forms, correspondences, arrangements whether written or oral, if any, between the Parties in respect of the Said Premises,

42. AMENDMENT: -

This Agreement can only be amended with the written consent of the Parties.

43. TERMS/PROVISIONS OF THIS AGREEMENT APPLICABLE TOALLOTTEE/SUBSEQUENT ALLOTTEES: -

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

44. SEVERABILITY: -

If any terms/provisions of this Agreement is declared to be void or unenforceable under the RERA or the Rules & Regulations made thereunder or under other applicable laws, such terms/provisions of the Agreement shall be deemed to be amended or deleted, in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the Rules & Regulations made thereunder or the applicable laws, as the case may be, and the remaining terms/provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

45. 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 allottees in the Project. the same shall be in proportion to the carpet area of the Said Premises to the total carpet area of all the premises in the Said Building and in case of common amenities or facilities of the layout, shall be in proportionate to the carpet area of the Said Premises to the total areas of all the buildings of the said Layout.

46. <u>ACKNOWLEDGEMENT BY THE ALLOTTEE</u>: -

The Allottee doth hereby admit, confirm and acknowledge that the Promoters have specifically informed him and it is clearly understood and acknowledged by him that the Promoters may in its sole discretion amalgamate the Said Project Land with the adjacent land or lands. In case of such amalgamation, as proposed by the Promoters, the conveyance of the Said Project Land shall be executed in favour of Federation or Apex Body to be formed of all the Societies/Associations / Limited Company of all the buildings of such amalgamated development and the Allottee doth hereby further admit and confirm that he has accorded his irrevocable consent and concurrence for such amalgamated development to be carried out by the Promoters, as provided hereinabove and further that such consent in accordance with the provisions of Sec. 14 of RERA.

47. <u>FURTHER ASSURANCES</u>: -

The 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.

48. <u>COMPLIANCE OF LAWS RELATING TO REMITTANCES</u>: -

i. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities a laid down in The Foreign Exchange Management Act 1999, Reserve Bank of India Act and the rules and regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide to the Promoters, with such permissions, approvals, which would enable the Promoters, to comply with its obligation under these presents. Any refund, transfer of security, if

provided in terms of these presents, shall be made in accordance with the provisions of The Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of Reserve Bank of India or any other applicable laws. The Allottee understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by Reserve Bank of India, he shall alone be liable for any action under The Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

ii. The Promoters accept no responsibility in this regard. The Allottee shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee, subsequent to the signing of these presents, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters, immediately and shall also comply with all formalities, if any, under the applicable laws, the Promoters shall not be responsible towards any third party making payments/remittance on behalf of the Allottee and such third party shall not have any right in the premises applied for in any way and the Promoters shall be issuing the receipts in the name of the Allottee only;

iii. In case, any third party makes payment on behalf of the Allottee and in such event, such payment made by such third party shall be treated and deemed as the payment made by the Allottee himself and for whatever reasons or under any circumstances, such third party shall not be entitled to claim refund of the amount paid by him on behalf of the Allottee, from the Promoters and further shall not be entitled to raise any dispute with the Promoters.

49. <u>PLACE OF EXECUTION</u>: -

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 Allottee and after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution this Agreement shall be registered at the office of the Sub-Registrar of Assurance at Bhayandar/Mira Road/Thane. Accordingly, this Agreement shall be deemed to have been executed at Bhayandar/Mira Road/Thane.

50. The Allottee and/or Promoters shall present this Agreement as well as the conveyance/s to be executed as provided hereunder at the concerned Office of the Sub-Registrar of Assurance for registration within the time limit prescribed under the Registration Act and the Promoters shall attend such office and admit execution thereof.

51. All the notices to be served on the Allottee and the Promoters an 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 notified Email ID at their respective addresses specified below: -

(Name of the Allottee): _____

_____

(Address) : _____

_____

(Email-ID) : _____

(Name of the Promoters): Geetaspans Realtors Pvt. Ltd.

(Address) :SH-2 A B Comm. Janki Heritage, 150 Feet Road, Near Reena Mehta College, Bhayander West District Thane:- 401101.

(Email-ID) :

_____ _____

(Promoter/s) **(Allottee/s)**

The Allottee and the Promoters shall inform each other of any change in address as given hereinabove, subsequent to the execution of this Agreement, by Registered Post or Courier, failing in which, all communications and letters posted or tendered at the abovesaid address shall be deemed to have been served/received by the Promoters or the Allottee, as the case may be.

52. <u>JOINT ALLOTTEES</u>: -

In case, there are joint Allottees and in such event, all communications shall be sent by the Promoters to the Allottee, whose name appears first and at the address given by him, which shall for all intents and purposes be deemed to have been served on all the Allottees.

53. <u>STAMP DUTY & REGISTRATION FEES</u>: -

All the amounts of stamp duty, registration fees and out of pocket expenses to register this Agreement shall be borne and paid by the Promoter alone.

54. <u>DISPUTE RESOLUTION</u>: -

Any dispute between parties shall be settled amicably. In case of failure to settle any dispute amicably, then, the same shall be referred to the RERA Authority, Maharashtra, as per the provisions of RERA and Maharashtra Rules 2017, thereunder.

55. <u>GOVERNING LAW & JURISDICTION</u>: -

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 of Thane/Bhayandar shall have the jurisdiction for this Agreement.

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

_____ _____

(Promoter/s) **(Allottee/s)**

FIRST SCHEDULE HEREINABOVE REFERRED TO

ALL THAT PIECES AND PARCELS of lands or grounds bearing Plot No. 681 [Original Plot No. 413], [T.P.S III of Borivali], Survey No. 13, Hissa No.9, CTS No. 66, admeasuring 1,229.50 sq.mtrs., of Revenue Village Shimpoli/Borivali, Taluka Borivali, Mumbai Suburban district, now falling within the local limits of R/North/South Ward of Municipal Corporation of Greater Mumbai **(MCGM)**

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

Flat/Shop Mo._____, in the said building, on_____floor, admeasuring_____sq.mtrs. (carpet) as per RERA having a separate enclosed balcony admeasuring_____sq.mtrs. (carpet) which is as per the authenticated copy of the floor Plan, annexed hereto and marked as **Annexure V** of the building which is presently known as **Anjani Shikhar**, and more particularly described in the Second Schedule written hereinabove and which is bounded as under: -

That is to say that: -

On or towards North : Garden

On or towards South : 13.40 Mtrs. D.P Road [6th Road]

On or towards East : Plot No. 680 & 680 B

On or towards West : Garden

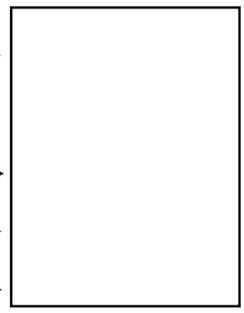
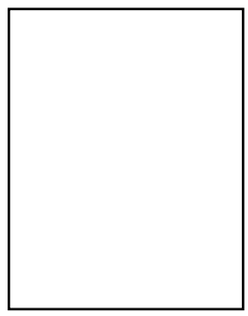
THE THIRD SCHEDULE HEREINABOVE REFERRED TO

(The nature, extent and description of common areas and facilities of the Said Building)

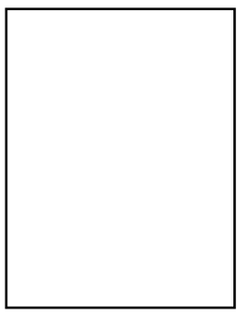
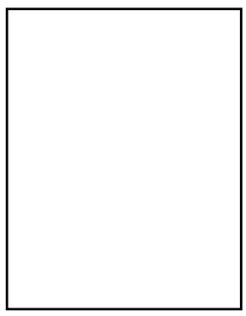
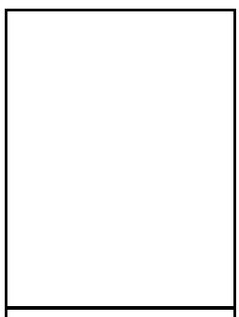
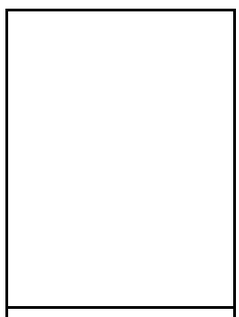
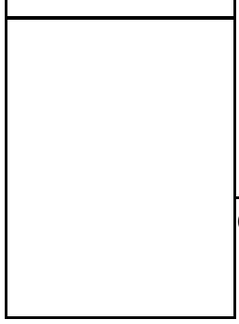
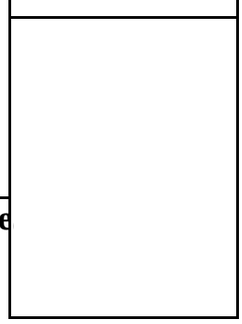
1. A portion of land underneath the Said Building
2. Staircase, lift, lobbies, fire escapes, common entrances and the lobby.
3. Common Terrace.
4. Common Storage Space.
5. Meter Rooms.
6. Firefighting systems.
7. Overhead Water Storage Tank.

8. Underground Water Storage Tank.
9. Refugee Area.
10. Society Office
11. Fitness Centre
12. Security Cabin
13. Pump Room

SIGNED, SEALED AND DELIVERED }
BY THE WITHINNAMED }
"THE PROMOTERS" }
}
GEETASPAN REALTORS PVT.LTD. }
[PAN No. AAICG8720G] }
(Through its Director) **}**
(1) SHRI._____}
}
In the presence of: - }
}
1. Shri._____ }
}
2. Shri._____ }

SIGNED, SEALED AND DELIVERED }
BY THE WITHINNAMED }
"THE ALLOTTEE" }
}
(1) SHRI._____}
[PAN No._____] }
}
(2) SHRI._____}
[PAN No._____] }
}
}
}
(3) SHRI._____}
[PAN No._____] }

_____
(Promoter/s) **otte**

}

}

}

(4) SHRI._____ }

[PAN No._____] }

}

}

}

}

In the presence of: - }

}

1. Shri._____ }

}

2. Shri._____ }

_____ _____

(Promoter/s) **(Allottee/s)**

R E C E I P T

RECEIVED of and from the Allottee/s within named, as sum of Rs. _____/- (Rupees _____ _____Only) as and by way of earnest money / and other amounts within mentioned to be paid to us as follows:-

Sr. No	**Date**	**Cheque / RTGS No.**	**Bank**	**Branch**	**Amount (Rs.)**
				Total -	

WE SAY RECEIVED

Geetaspans Realtors Private Limited

(1)_____

(2)_____

(The Partners)

(The Promoters)

Witness:-

1. _____
2. _____

_____ _____

(Promoter/s) **(Allottee/s)**

Annexure - VI

Payment Plan

Sr. No.	Milestone	%	Amount [Rs.]
01.	Before execution of this Agreement, by way of Token/Earnest money	10%	
02.	Simultaneously on execution of this Agreement or on or before _____	-	
03.	On completion of:-		
a.	Plinth or on or before _____	25%	
b.	1st Slab or on or before _____		
c.	2nd Slab or on or before _____	5%	
d.	3rd Slab or on or before _____		
e.	4th Slab or on or before _____		
f.	5th Slab or on or before _____	5%	
g.	6th Slab or on or before _____		
h.	7th Slab or on or before _____		
i.	8th Slab or on or before _____	5%	
j.	9th Slab or on or before _____		
k.	10th Slab or on or before _____		
l.	11th Slab or on or before _____	5%	
m.	12th Slab or on or before _____		
n.	13th Slab or on or before _____		
O.	14th Slab or on or before _____	5%	
p.	15th Slab or on or before _____		
q.	16th Slab or on or before _____		
r.	17th Slab or on or before _____	5%	
s.	18th Slab or on or before _____		
t.	19th Slab or on or before _____		
u.	20th Slab or on or before _____	5%	
v.	Last Slab or on or before _____		
4.	On completion of Walls, internal plaster of Said Premises	5%	
5.	On completion of staircases, lift wells, lobbies	5%	

	upto the floor level of the Said Premises		
6.	On completion of external plumbing and external plaster, elevation, terraces with waterproofing of the wing in which the Said Premises is located	5%	
7.	On completion of electrical fitting of the Said Premises	5%	
8.	On or before completion of the lifts, water pumps, mechanical and environment requirements, entrance lobby's	5%	
9.	On or before offering possession	5%	
	Total →		
		100%	

(Promoter/s) **(Allottee/s)**

ANNEXURE -VII

[Specifications of Flooring, Fixtures & Fittings]

Sr. No.	Item / Description	Brand
1.	Flooring	Vitrified tiles of Sakar or Equivalent. 600MM*600MM/24"*24"
2.	Windows	Anodized aluminum sliding windows with tinted 4mm glass with marble and granite sill pati.
3.	Door	Fancy decorated designer laminated door with high quality standard fitting.
4.	Kitchen	Granite kitchen platform with stainless steel sink and full tiles up to Beam level in kitchen area.
5.	Toilet / Bathroom	Well-designed flooring (300mm*300mm) and wall tiles(450mm*300mm) full tiles, concealed plumbing pipe line fittings of Aashirwad/Prince Brand. W.C & Bathroom Fitting of Cera or Equivalent.
6.	Electric	Concealed copper wiring in entire flats with high quality ISI mark branded (indicab) with quality modular switches. Geyser point, Exhaust Fan point in toilets, and A.C. points in Bedroom, Telephone and T.V. points in the living rooms and bedrooms.
7.	Elevator	Elevator of reputed Brand
8.	Security	Intercom facility provided in each flat.