

Note: The use of this draft may please make a note that, the Promoter herein reserves the right to amend/ modify this Draft Agreement for Sale at its sole discretion and the same amended/ modified draft shall override all the previous drafts.

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Navi Mumbai, on this ____ Day of _____, Two Thousand and _____.

BETWEEN

M/s. Neelsidhi Associates LLPhavingLLP IN: AAO-0605_____ &PAN: AAQFN1586J, a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 301, The Emerald, 3rdFloor, Plot No. 195B, Sector 12, Vashi, Navi Mumbai - 400703, represented through its Designated Partner Mr. Darshan GopaljiPalan, (hereinafter referred to as the “Promoter”) (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators, legal representatives, assigns, nominees and successors) of the “First Part”.

AND

_____, adult Indian Inhabitant/s, Aged about _____ years, holding PAN:_____ & Aadhar No. _____ and _____ residing at_____

_____,--hereinafter referred to as “The Allottee”)[which expression shall, unless it be repugnant to the context ormeaning thereof include his/her heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS:

A. The CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA Ltd., a company incorporated under the Companies Act, 1956 (as amended with Act No. 18 of 2013) and having its registered office at Nirmal, 2nd floor, Nariman Point, Mumbai-400021, (hereinafter referred as “The Corporation”) is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub-Sections (1) and (3-A) of the Maharashtra Regional & Town

PROMOTER	ALLOTTEE(S)
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Planning Act 1966(Maharashtra Act No XXXVII of 1966) for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers for the area designated as site for a New Town under sub-section (1) of Section 113A of the said Act.

- B. The State Govt. of Maharashtra has, pursuant to Section 113(A) of the said Act, acquired Plots described therein and vested such Plots along with the Government Plots in the Corporation for orderly development of Navi Mumbai and other areas coming to its jurisdiction.
- C. The Corporation has invited Bids for certain plots situated at Kharghar, Kalamboli and New Panvel Nodes of Navi Mumbai under Scheme no. MM/SCH-16/2021-2022 (hereinafter referred to as the “**Scheme**”) in the month of August, 2021 and the last date for submission of Tender Bid was 15th August, 2021.
- D. The Promoter being interested to bid under the said Scheme has submitted its Bid for Plot No. 40 admeasuring total area of 5,663.97 sq. meters situated at Sector 17, New Panvel (W), Navi Mumbai with FSI 1.50. (hereinafter referred to as “**the said plot/ said land/ project land**”) more particularly described in the **First Schedule** hereunder written..
- E. The Corporation has declared the Promoter as the successful bidder under the scheme for the aforesaid plot and has issued an Allotment Letter dated 16th November, 2021 bearing reference no. 101105/1000858/5046 subject to the terms and conditions contained therein. A copy of the demarcation plan issued by the Corporation for the said plot is appended hereto and is marked as **Annexure “A”**.
- F. Upon payment of entire lease premium for the said Plot, the Corporation has entered into Agreement to Lease dated 31st March, 2022 with the Promoter containing the terms and conditions for the grant of License to develop the said Plot. The Agreement to Lease dated 31st March, 2022 was registered with Office of Sub-Registrar of Assurances – Panvel - 4 under registration serial no PVL4-4529-2022 on 31st March, 2022. The copy of Index II of the aforesaid Agreement to Lease evidencing title of the Promoter in the said Plot is appended hereto and marked as **Annexure “B”**.
- G. The Promoter has applied with the Corporation for its No Objection Certificate (NOC) to mortgage the said plot with Kotak Mahindra Prime Ltd and the said NOC to mortgage

PROMOTER	ALLOTTEE(S)
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the said plot was granted by the Corporation vide its letter bearing serial no. CIDCO/ESTATE-3/2022/8000149383dated 22nd April, 2022.

- H. The Promoter has also executed anDeed of Mortgage for Additional Security dated 23rd April, 2022 for creation of mortgage of the said plot in favor of Kotak Mahindra Prime Ltd and the same was registered with the Office of Sub Registrar of Assurances – Panvel- 5 under registration serial no. PNL5-7206-2022 on 28th April, 2022.
- I. Accordingly, the Promoter is fully seized and possessed of the said Plot and is well and sufficiently entitled to develop the said Plot in the manner solely at its discretion and disposal.
- J. The Promoter intends to develop a Residential and Commercial project on the said plot in the name style of “Neel Sidhi Ballarat” by consuming the total FSI of 19,221.549 sq.mtrs in accordance to provisions of the Unified Development Control and Promotion Regulations for Maharashtra of 2019 and amendments notified thereafter.
- K. The aforesaid proposed project “Neelsidhi Ballarat” consists of 1 Building comprising of 2 Building Wings A & B of Basement plus Ground plus 14 upper floors containing 233 [Two hundred and Thirty-Three] Nos. of Residential Flats and 39 [Thirty-Nine] of Commercial Units being shops/ offices.
- L. The Promoter has submitted its application for seeking Environment Clearance from the Ministry of Environment, Forrest and Climate Change, Government of India and the said permission was sought vide their letter bearing No. NIL dated 25th August, 2022.
- M. The Promtoer has obtained No Objection Certificate for Development from Divisional Engineer – LM (CSMT) vide their letter bearing No. BB/W/6561/NOC/KNDS/1340/DB dated 24th November, 2022.
- N. Pursuant to obtaining the pre-requisite approvals/ permissions/ clearances, the Promoter is entitled to develop Wing “A” (part) of Basement plus Ground Floor plus 6 upper floors and Wing “B”(part) of Basement Plus Ground plus 5 upper floorsin all comprising of 89 [Eighty Nine] number of Residential Units and 38 [Thirty Eight] Commercial units being Shops/offices by consuming FSI admeasuring 8,484.041sq.mtrs BUA out of the total FSI of 19,221.541 Sq.mtrs BUA and has obtained Development Permission Cum Commencement Certificate and sanctioned plans from Town Planning

PROMOTER	ALLOTTEE(S)
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Department of Panvel Municipal Corporation (hereinafter referred to as “***the Municipal Corporation***”) vide their letter bearing No. _____ dated ____, copy of the said letter is appended hereto and marked as ***Annexure “C”***.

- O. The Promoter is also entitled to develop balance 144 [One Forty Four] residential Units situated at Wing “A” of 7th to 14th floor and Wing B of 6th to 14 floors of the said building by consuming the balance FSI of 10,737.50sq.mtrs BUA upon receipt of No Objection Certificate for availing and utilising the Balance FSI from the Estate Department of CIDCO Ltd for their No Objection Certificate and Amended Development Permission Cum Commencement Certificate from the Municipal Corporation.
- P. The Promoter will also develop the common area and facilities in accordance with the Development Permission Cum Commencement Certificate granted by the Municipal Corporation.(hereinafter referred to as “***the said Common area and Facilities***”). The details of said Common area and Facilities(excluding the covered/ opencar parking space allotted to prospective Allottee under their respective Agreement for Sale) are appended hereto and marked as ***Annexure “D”***.
- Q. The Promoter has obtained a Certificate of Title in respect of the said said project from Adv. Manali Saraf of MSA Legal, High Court Bombay dated 27/11/2022 copy of which is appended hereto and marked as ***Annexure “E_”***.
- R. The Promoter has entered into a standard Agreement with Arch. Adinath Patkar of M/s. O7 Architects & Planners a registered architect with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- S. The Promoter has appointed Er. Rohit Verma of M/s. Associated Structural LLP as structural Engineer for the preparation of the structural design and drawings of the saidProject and the Structural Engineer has accepted the same until completion of the said project.
- T. The Promoter has registered the said Said project within the provisions of The Real Estate (Development and Regulation) Act, 2016 (RERA) and has received a registration certificate bearing serial no _____ - dated __/__/20__. For the purpose of RERA registration for the Said project each of the 2 (two) wings will be treated as a separate building count. The Authenticated Copy of RERA Registration Certificate bearing serial

<p>PROMOTER</p>	<p>ALLOTTEE(S)</p>
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no _____ dated __/__/20__ for the Project is appended hereto and marked as ***Annexure “F”***.

- U. By virtue of the Agreement to Lease and Development Permission Cum Commencement Certificate, the Promoter has sole and exclusive right to currently sell the flats in Wing “A” (part) and Wing “B”(part) to be constructed by the Promoter on the said Project Land and enter into agreement/(s) with the Allottee/(s) of the flats to receive sale consideration in respect thereof.
- V. The Promoter has got some of the approvals from the concerned local authorities to the plans, specifications, elevations, sections for the Wing “A” (part) and Wing “B” (part) and shall obtain the balance approvals from the various authorities from time to time so as to obtain the Occupancy Certificate for the said Project.
- W. While sanctioning the said plans concerned local authority and/ or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said said project and upon due observance and performance of which the Occupancy Certificate shall be granted by the concerned local authority.
- X. The Promoter has commenced the construction on the said project land in accordance with the plans sanctioned by the Municipal Corporation vide Development Permission Cum Commencement Certificate granted by them.
- Y. The Promoter on demand of the Allottee has given inspection of the documents of title in respect of the said plot and the plans, designs and specification of the said project prepared by the Promoter’s architect M/s. O7 Architects and Planners and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “***Act***”).
- Z. The Allottee applied to the Promoter vide application dated _____ for the reservation of Flat no _____ on _____ floor in Wing _____admeasuring carpet area _____ Sq. Mtrs.in the said projectnamely “***Neel SidhiBallarat***”which is more particularly described in “**Second Schedule**” and the same is delineated in red color on the Floor Plan annexed hereto and marked as ***Annexure– “G”*** (hereinafter referred to as “***Said Flat***”).

PROMOTER	ALLOTTEE(S)

- AA. The carpet area as mentioned hereinabove means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat.
- BB. The Parties hereto relying on the confirmations, representations and assurances of each other to faithfully abide by 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;
- CC. At and before the execution of these present the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only) being part payment of the consideration of the said Flat agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter doth hereby admit of acknowledge) and the Allottee has agreed to pay to the Promoter balance of the consideration in the manner hereinafter appearing.
- DD. The Promoter has registered the said project under the provisions of the said Act with the Real Estate Regulatory Authority at Maharashtra bearing no. _____.
- EE. Under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of the said flat with the Allottee in the said project with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- FF. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to Purchase the said flat.

NOW THIS AGREEMENT WITNESSETHD AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

Project:

- 1.1 The Promoter shall construct on the said project on the said projectin the manner and form as stated hereinabove in accordance with the plans, designs and specification as sanctioned by the concerned local authority from time to time.

PROMOTER	ALLOTTEE(S)
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Provided that the Promoter shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Flat except any alteration or additions required by Competent Authority or due to change in law.

Consideration and Description of Premises:

- 2.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat/ Commercial Unit being Shop/ Office bearing no. _____ of carpet area admeasuring _____ sq.mtrs on floor in Wing ____ at Plot No. 40 situated at Sector 17, New Panvel (W), Navi Mumbai in the Said project to be known as **“Neel SidhiBallarat ”** as shown in the Floor plan thereof hereto annexed and marked **“Annexure H”**for sale price of Rs._____/-[Rupees_____ Only] including the proportionate price of the common areas and facilities appurtenant to the premises.
- 2.2 The above sales price is excludes taxes (consisting of taxes paid or payable by the Promoter by way of GST, VAT, Service Tax, Cess, Duties, charges, premiums and/ or any other statutory outgoings which may be levied in connection with the construction of the said project payable by the Promoter) upto the date of handing over of the possession of the said project.
- 2.3 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government/ any entity by whatsoever name called. from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 2.4 The Promoter may allow strictly in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 4 % per annum for the period by which the respective instalment has been preponed. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

PROMOTER	ALLOTTEE(S)
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- 2.5 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three) percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within Thirty days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2.1 of this Agreement.
- 2.6 The Allottee authorises the Promoter to adjust/ appropriate all payments made by the him/ her under any heads of due against lawful outstanding, if any, in his/ her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his/ her payments in any manner.
- 2.7 The fixtures, fittings and amenities provided by the Promoter in the said Flat and the said building are those that are set out in **TSchedule**hereunder written. The Promoter shall not be obliged to accept or accede to any request from the Allottee for making any changes in the floor plan of the said flat or amenities provided by the Promoter.

Schedule of Payment:

- 3.1 The Allottee hereby agrees to pay to the Promoter the consideration of the said flat in the following manner:-

SCHEDULE	% OF PAYMENT
On or Before Execution of the Agreement for Sale.	10%
Within 15 days from the date of execution of this Agreement	15%
On Completion of Plinth	15%
On Completion of 1 st Slab	5%
On Completion of 3 rd Slab	5%

PROMOTER	ALLOTTEE(S)
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On Completion of 5 th Slab	5%
On Completion of 7 th Slab	5%
On Completion of 9 th Slab	5%
On Completion of 11 th Slab	5%
On Completion of 13 th Slab	5%
On Completion of Brick Work	5%
On Completion of Plaster Work	4%
On Completion of Electric Work	4%
On Completion of Plumbing Work	4%
On Completion of Flooring and Tiling Work	3%
On Completion of Sanitary Fitting Work	3%
On Possession on receipt of Occupancy Certificate	2%

The amount currently due after adjusting the part payment made by the Allottee on or before execution of this Agreement is Rs. _____/- [Rupees _____ only], the Allottee agrees and undertakes to pay the said amount to the Promoter within 15 days from the date of execution of this Agreement.

- 3.2 The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 6 % per annum for the period by which the respective instalment has been pre-poned. 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.
- 3.3 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Allottee, with regard to appropriation / application of the payments made hereunder shall be valid or binding upon the Promoter.

PROMOTER	ALLOTTEE(S)
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Mode of Payment:

- 4.1 All payment shall be made by Allottee by drawing cheque/ DD/RTGS/NEFT in the name of “Neel Sidhi Associates LLP Neel Sidhi Ballarat Collection Account No. 5345911462” in Kotak Mahindra Bank, Palm Beach Road, Vashi Branch payable at Navi Mumbai or other account as Promoter may intimate subsequently to the Allottee.
- 4.2 The Promoter represents that it has given standing instructions to the bank account mentioned above to transfer such amount as required under law from the said account to separate account in the name of “Neel Sidhi Associates LLP Neel Sidhi Ballarat RERA Account No. 5345911455” in Kotak Mahindra Bank, Palm Beach Road, Vashi Branch to be maintained in terms of section 4 of the RERA 2016.
- 4.3 Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of such deduction is made. Provided that the receipt for the payment made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottee and the TDS certificate is received by Promoter from Allottee.
- 4.4 In case if the payment made by the Allottee is dishonoured/ returned for whatsoever reason by the Promoters Bank, the Allottee shall be liable to pay to the Promoter 2 times of the penalty/ charges as levied by the Promoter’s bank.

Notice of Demand:

- 5.1 The Promoter shall issue a notice of demand giving at least 15 days time from date of service to the Allottee for making the payment. The said notice of demand shall be appended by certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.
- 5.2 For the purpose of clause 5.1 hereinabove, issuance of notice of demand through Registered Post Acknowledgement Due (RPAD) at the last known address and/ or by email at the registered email address submitted by the Allottee at the time of reservation of the said flat i.e. _____ shall be treated as sufficient compliance from Promoters and the Allottee shall be barred from claiming non receipt of the notice of demand.

PROMOTER	ALLOTTEE(S)

Payment of Statutory Dues and Taxes:

- 6.1 In addition to the Consideration of the flat as mentioned hereinabove the Allottee shall be liable to pay and hereby agrees to pay to Promoter any statutory taxes like GST, service taxes, VAT, or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents. If such liability arises thereafter then the Allottee shall make over such payment to Promoter within 7 days upon receiving a notice of demand from Promoter.
- 6.2 The cost of stamp duty and registration charges on this transaction shall be borne by the Allottee. Further, the Allottee shall take immediate steps to get the same registered under the Registration Act, 1908. The Promoters undertake to make themselves available through authorized representative for purpose of registration even at two days notice from Allottee. The Promoter shall not be liable under any law for any delay, laches and / or negligence shown by the Allottee in presenting this agreement for execution before the competent authority.

FEMA:

- 7.1 The Allottee, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules 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 the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Allottee understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA as amended from time to time. The Promoter accepts no responsibility / liability in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment / remittances on behalf of any Allottee and such third party shall not

PROMOTER	ALLOTTEE(S)
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have any right in the application / allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

Delay Payment Charges:

- 8.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat to the Allottee on account of reasons beyond his control, the Promoter agrees to pay interest at the rate as prescribed by State Bank of India’s (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum to the Allottee, who does not intend to withdraw from the project, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter.
- 8.2 The Allottee agrees to pay to the Promoter, interest at the same rate as specified above, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

Limited Common Areas and Facility:

- 9.1 The Allottee shall be entitled to exclusive use of terrace (if any) admeasuring ____ sq.mtrs. attached with the said flat as per approved plans.. No monetary consideration is payable by the Allottee to the Promoter for acquiring right to such exclusive use.

Declaration by the Promoters:

- 10.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over of the possession of the said flat to the Allottee, obtain from the concerned local authority Occupancy Certificate in respect of the said flat.
- 10.2 If any structural defects of workmanship quality or provision of service is discovered within five years of handing over the possession of the said Flat to Allottee, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defects in the manner as provided under the Act.

PROMOTER	ALLOTTEE(S)
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- 10.3 This warranty is applicable only if the Allottee does not carry out any alteration or addition or change in the said flat/ or the building/s or causes damage to the said flat/ building by misuse and thereafter the Apex Body or Co-operative Housing Society or Allottee itself shall be responsible to rectify the same at their costs and efforts.
- 10.4 The Promoter hereby declares that currently the Floor Space Index available in respect of the said project is 19,221.541sq. mtrs. Only and that no part of the said floor space index has been utilized by the PROMOTER elsewhere for any purpose whatsoever.
- 10.5 The PROMOTER has paid the scrutiny fee, development charges, enclosed balcony chargesmiscellaneous charges and security deposit charges to the competent authority under the Maharashtra Regional and Town Planning Act, 1966 in pursuance of the amended provisions of Section 124A to 124L of the said Act, to the Municipal Corporation under the provisions of the M.R.T.P, ACT, 1966 as described in the recitals in these presents. It is hereby agreed by and between the parties hereto that in case the PROMOTER is successful in securing any refund of any sum paid as above referred charges, the Promoter shall alone be entitled to get the same and the Allottee will not be entitled to claim the benefit of any such refund.

Declaration by the Allottee:

- 11.1 The Allottee has verified the documents and has ensured that the PROMOTER has absolute, clear and marketable title to the said plot.The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- 11.2 The Allottee is aware that in order to ensure safety of the workmen and the Allottee, the Allottee shall not be allowed to visit the site during the time that the Building is under construction. The Promoter shall provide photographic updates of the construction progress (quarterly or half-yearly basis). The Allottee shall be given the opportunity for inspecting the Unit only after receipt of occupancy certificate for the said project and making payment of the Total Consideration.
- 11.3 The Allottee shall make timely payment of the demand raised by Promoter. In case of default in payment, the Allottee shall remedy the default within the period prescribed in this agreement. The Allottee shall not object to the cancellation of this agreement if the default continues.

PROMOTER	ALLOTTEE(S)
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Termination of Agreement:

- 12.(i) Without prejudice to the right of the Promoter to charge interest, in terms of this Agreement, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall be entitled at his own option to terminate this Agreement unilaterally. Provided that, the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee fifteen days prior notice in writing of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Allottee.
- (ii) That the Allottee shall not be entitled to raise any objection to termination made by the Promoter if the conditions as mentioned in this agreement hereinabove are fulfilled and that Promoter shall be authorized to unilaterally register the cancellation deed with the registrar without any recourse to the Allottee. In case of termination of this agreement, the Promoter may forfeit upto20% of agreement value from the consideration amount paid by Allottee till the date of termination and shall refund the balance amount to the Allottee. Such refund to the Allottee shall be within ninety days of termination. Further, Allottee shall not be entitled to claim refund from the Promoter the amounts paid by the Allottee to the government namely GST, stamp duty, registration and legal charges. Since the Allottee has defaulted, the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. Upon termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit. However, in case Allottee challenges such termination before any authority, then Promoter shall be entitled to hold the refund till conclusion of such dispute.

Possession of Flat:

- 13.1 The Promoter shall give possession of the Flat to the Allottee on or before31stSeptember, 2026If the Promoter fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

PROMOTER	ALLOTTEE(S)
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Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date without interest, if the completion of building in which the Flat is to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

13.2 Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement,the Promoter shall offer, in writing, the possession of the Flat to the Allottee in terms of this Agreement, to be taken within fifteen days from the date of issue of such notice and the Promoter shall give possession of the Flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or Co-operative Housing Society/ Apex Body, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Flat.

13.3 Manner Of Taking Possession

- i. The Allottee shall take possession of the Flat within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flat is ready for use and occupancy.
- ii. Failure of Allottee to take Possession of the Flat: Upon receiving a written intimation from the Promoter the Allottee shall takepossession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Flat to the Allottee. In case theAllottee fails to take possession within the time provided, such Allottee shall continue to be liable to pay maintenance charges as applicable.

Use of Premises:

14.1 The Allottee shall use the said flat or any part thereof or permit the same to be used for purpose of residence and / or permitted professional activities. The Allottee shall neither

PROMOTER	ALLOTTEE(S)
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claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or sub division of such limited common area attached to his said Flat.

Society Formation:

- 15.1
- The Promoter shall cause to form a co-operative housing society for the Said project and a Premises cooperative society or any other legal entity for the Commercial Project within the time frame provided under law.
- 15.2
- The Allottee’s along with other Allottee of Flats in the said project shall join in forming and registering the Society under the Maharashtra Co-operative Societies Act to be known as “*Neel SidhiBallarat Co-operative Housing Society Ltd*”. They shall for this purpose from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society. These documents duly filled in and signed shall be returned to the PROMOTER within 7 days of the same being forwarded by the PROMOTER to the Allottee, so as to enable PROMOTER to register the Society within the provisions of RERA. The Allottee shall not raise any objection if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other competent authority.
- 15.3
- The Promoter further declares that within 24 months from the date of receipt of Occupancy Certificate for the said project , it shall cause to obtain the lease of the said Land in favour of the Co-operative Society.
- 15.4
- The Allottee agrees and consents that it shall not raise any question to the draft forwarded by Corporation for grant of lease of the said plot in favour of the Co-operative Society as the same is not within the powers of Promoter.
- 15.5
- The Cost of formation of the Co-operative housing society and proportionate share for execution of lease deed in favor of the Co-operative Societyshall be borne by the Allottee in proportion to the RERA carpet area of their flats/ Commercial Units being Shops/ Offices.

Common Maintenance Charges:

PROMOTER	ALLOTTEE(S)

- 16.1 Commencing 7 (seven) days after intimation cum notice in writing is given by the Promoter to the Allottee that the said Flat/ Commercial Unit being Shop/ office is ready for use and occupation, the Allottee shall be liable to pay for proportionate shares of outgoings in respect of the said project and buildings namely local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security, sweepers and all other expense necessary and incidental to the management and maintenance of the said project. Such proportionate share of expense shall be calculated on the basis of RERA carpet area of the said Flat/ Commercial Unit being Shops/ Offices.
- 16.2 The Allottee shall pay to the PROMOTER at the time of possession, an interest free security _____ deposit _____ of _____ Rs. _____/ (Rupees. _____ Only). In addition to this security deposit the Allottee shall also pay advance maintenance charges equivalent to twelve months estimated maintenance charges to the Promoter amounting to Rs. _____/- [Rupees _____ Only] (along with applicable GST) and all such demands raised by the Promoter from time to time until the lease deed is executed in favour of the Co-operative Society. On execution of lease deed in favor of the Co-operative Society, the balance in the aforesaid security deposits, if any, after meeting all expenses as mentioned above shall be paid over by the Promoter to the Society formed for the said project. The Allottee undertakes to pay such contribution in advance and shall not withhold the same for any reason whatsoever.
- 16.3 Provided that if the Allottee does not pay its share of the common maintenance charges within 14 days of receiving the notice of demand in this regard then the Promoter shall be entitled to levy interest @ 21% on such delayed payment from the date when the payment is due till the date of actual payment.
- 16.4 Until the Lease Deed is executed in favor of the Co-operative Society as mentioned hereinabove, the Allottee shall pay to the PROMOTER advance maintenance charges on yearly basis.
- 16.5 The Promoter shall be liable to maintain a separate bank account for the purpose of collecting the above mentioned deposit and yearly maintenance charges. All expenses towards maintenance shall be paid from such bank account till the Lease Deed is executed in favor of the Co-operative Society and thereafter such bank account shall be closed and entire accounts and amount if any therein shall be handed over by the

PROMOTER	ALLOTTEE(S)
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Promoter to the society of the said project. In case of any deficit in the account the Promoter shall be entitled to collect the deficit proportionately from the Allottees before execution of Lease Deed for the said plot in favor of the Co-operative Society.

Representation and Warranties of the Promoter:

17.1 The Promoter hereby represents and warrants to the Allottee as follows:

- iii. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- iv. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- v. There are no encumbrances upon the project land or the Project, except that the Promoter has created a mortgage of the said plot in favour of Kotak Mahindra Prime Ltd.
- vi. There are no litigations pending before any Court of law with respect to the project land or Project;
- vii. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law.
- viii. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- ix. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

PROMOTER	ALLOTTEE(S)
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- x. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;
- xi. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- xii. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xiii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project.

Post Possession Obligations of Allottee:

- 18.1 The Allottee himself/herself/themselves with intention to bring all persons into whosoever hands the said Flat/ Commercial Unit being Shops/ Office may come, doth hereby covenant with the PROMOTER as follows :-
- a. To maintain the said Flat/ Commercial Unit being Shops/ Office at Allottee own cost in good tenantable repair condition from the date of possession of the said Flat/ Commercial Unit being Shops/ Office is taken and shall not do or suffered to be done anything in or to the buildings in which the said Flat/ Commercial Unit being Shops/ Office is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said Flat/ Commercial Unit being Shops/ Office is situated and the said Flat/ Commercial Unit being Shops/ Office itself or any part thereof.
 - b. Not to store in the said Flat/ Commercial Unit being Shops/ Office any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the buildings in which the said Flat/ Commercial Unit being Shops/ Office is situated or storing of which goods is

PROMOTER	ALLOTTEE(S)
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objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages or any other construction materials which may damage or are likely to damage the lifts or any other structure of the building in which the said Flat/ Commercial Unit being Shops/ Officeis situated. In case any damage is caused to the building in which the said Flat/ Commercial Unit being Shops/ Officeis situated, on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- c. To carry out at his/her/their own cost all internal repairs to the said Flat/ Commercial Unit being Shops/ Officeand maintain the said Flat/ Commercial Unit being Shops/ Officein the same conditions, state and order in which it was delivered by the PROMOTER to the Allottee and shall not do or suffering to be done anything in or to the building in which the said Flat/ Commercial Unit being Shops/ Officeis situated or the said Flat/ Commercial Unit being Shops/ Officewhich may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the said Flat/ Commercial Unit being Shops/ Officeor 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 Flat/ Commercial Unit being Shops/ Officeor any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the said Flat/ Commercial Unit being Shops/ Officeis situated and shall keep the portion / sewers, drains pipes in the said Flat/ Commercial Unit being Shops/ Officeand appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other part of the buildings in which the said Flat/ Commercial Unit being Shops/ Officeis situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said Flat/ Commercial Unit being Shops/ Officewithout the prior written permission of the PROMOTER and/or the Co-operative Housing Socieity/ Corporation as the case may be.
- e. Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said land and the building in which the said Flat/ Commercial

PROMOTER	ALLOTTEE(S)
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Unit being Shops/ Officeis situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/ Commercial Unit being Shops/ Officein the compound or any portion of the said land and the building in which the said Flat/ Commercial Unit being Shops/ Officeis situated at the time of interior work of the said Flat/ Commercial Unit being Shops/ Office. For the purpose of enforcing this compliance the Allottee shall keep an interest free deposit of Rs.10,000/- with the Promoter at the time of possession of the said flat.
- g. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said Flat/ Commercial Unit being Shops/ Officeby the Allottee.
- h. The Allottee shall not let, sub-let transfer, assign or part with his/her/their interest or benefit obtained under this Agreement or part with the possession of the said Flat/ Commercial Unit being Shops/ Officeunless it has obtained a No Objection letter from PROMOTER and the Corporation. The PROMOTER shall issue such NOC if all the dues payable by the Allottee to the PROMOTER under this Agreement are fully paid up and if the Allottee has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has/have requested in writing to the PROMOTER.
- i. The Allottee shall observe and follow all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Flat/ Commercial Unit being Shops/ Officetherein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. The Allottee shall also observe and follow all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Flat/ Commercial Unit being Shops/ Officein the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.

Parking Spaces:

PROMOTER	ALLOTTEE(S)
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19.1 The Promoter has represented to the Allottee that the said project shall comprise of 221[Two Hundred and Twenty One] number of covered car parking spaces/ stack parking spaces, and 77[Seventy Seven]number of Two Wheeler open parking spaces includes required number of visitor parkings.

19.2 At the request of the Allottee, the Promoter hereby permits the Allottee to use 1 (one) covered car parking space within the said project. The allocation of this space shall be done on handing over possession of the said flat at the sole discretion of the Promoter and the Allottee hereby agrees to the same. The Allottee is aware that the Promoter has in the like manner allocated / shall be allocating other covered car parking spaces to other allottees of the flats in the said project and undertakes not to raise any objection in that regard and the rights of the Allottee to raise any such objection shall be deemed to have been waived. The Allottee has been permitted to use 1 (one) covered car parking space in the said project, therefore his proportionate share/rights in the open car parking spaces provided by the Promoter in the said project shall be deemed to have been waived. The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Co-operative Housing Society and / or execution of conveyance, as contemplated herein, cause such Co-operative Housing Society to confirm and ratify and shall not permit the Co-operative Housing Society to alter or change the allocation of covered car parking spaces in the manner allocated by the Promoter to the various allottees (including the Allottee herein) of the flats in the said project.

The Allottee shall keep the covered car parking space for its exclusive use as maybe shown in the final plan sanctioned by the Competent Authority at the time of receipt of Occupancy Certificate and shall not alter the same in any manner. The Allottee shall also use the allocated covered car parking space for parking the motor vehicle only and shall not park its vehicle in any space except for the allotted car parking space. The Allottee shall not be allowed to allot/transfer/let-out said car parking space to any outsider/visitor i.e. other than the Allottee of said Flat. The Allottee shall be allowed to park only ONE car per car parking.

OR

The Allottee has informed the Promoter that he/she does not require covered car parking space. Accordingly, no allocation of covered car parking space is made against said Flat under this Agreement. The Allottee undertakes, assures and guarantees not to claim in future covered car parking space in said project, nor raise any objection to use of covered car parking spaces by other Allottees to whom permission has been granted/would be granted by the Promoter in their Agreement for Sale. However the Allottee shall be

PROMOTER	ALLOTTEE(S)
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entitled to his proportionate share/rights in the Open car parking spaces provided by the Promoter in the said project. The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Co-operative Housing Society and / or execution of conveyance, as contemplated herein, cause such Co-operative Housing Society to confirm and ratify and shall not permit the Co-operative Housing Society to alter or change the allocation of covered Car Parking Spaces in the manner allocated by the Promoter to the various allottees of the flats in the said project.

19.3 The open car parking spaces in the said project would be allocated by the Promoter/Co-operative Housing Society as per the provisions of Maharashtra Co-operative Housing Society Act, 1960 by following fair and transparent process in this regard to such flat Allottees who have not been allocated covered car parking space in the said project.

Miscellaneous Covenant:

- 20.1 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee and the common areas to the Co-operative Society after receiving the occupancy certificate or the completion certificate or both, as the case may be.
- 20.2 Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided herein above.
- 20.3 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Project Land and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the society/limited company or other body and until the Project Land is transferred to the Co-operative Society as hereinbefore mentioned.
- 20.4 Any delay tolerated or indulgence shown by the PROMOTER in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the PROMOTER shall not be construed as a waiver on the part of the PROMOTER of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the PROMOTER.

PROMOTER	ALLOTTEE(S)
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- 20.5 The Allottee shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the PROMOTER will attend such office and admit execution thereof.
- 20.6 The Allottee has/have purchased the said Flat as an Investor. The Allottee intends to sell the said Flat within a period of one year from the date of this Agreement. In the event the said Flat is sold within one year then the Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Bombay Stamp Act, 1958. Without prejudice to the Allottees right as an Investor, the Allottee may continue to hold the said Flat like any other Allottee if he does not sell it within one year.
- 20.7 This Agreement overrides all earlier correspondence and documentation and in case of any difference and contradictions with any earlier document executed, the provisions of this Agreement shall prevail.
- 20.8 The Allottee agrees and acknowledges that the show unit constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the unit and the Promoter is not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample unit, other than as expressly agreed by the Promoter under this Agreement.

Unsold Unitsof Promoter:

- 21.1 All unsold and/or unallotted Flat(s)/flat(s)/premises(s)/unit(s), areas and spaces in the Building /Residential Complex, including without limitation, parking spaces and other spaces in the stilt and anywhere else in the Building and Project Land shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or unallotted Flat(s)/flat(s)/premises(s)/unit(s)/parking spaces and shall be entitled to enter upon the Project Land and the Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.
- 21.2 The Promoter shall without any reference to the Allottee, Co-operative Housing Society be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted Flat(s)/flat(s)/premises(s)/unit(s)/parking spaces and spaces therein, as it deems fit. The Promoter shall be entitled to enter in separate agreements with the Allottees of different premises in the Building on terms and conditions decided by the Promoter in

PROMOTER	ALLOTTEE(S)
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its sole discretion and shall without any delay or demur enroll the new Allottee as member/s of the Co-operative Housing Society. The Allottee and / or the Co-operative Housing Society shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Promoter shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the Co-operative Housing Society.

Promoter Shall Not Mortgage Or Create A Charge:

- 22.1 After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.

Binding Effect:

- 23.1 Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 10 (ten) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 10 (ten) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

Entire Agreement:

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

PROMOTER	ALLOTTEE(S)
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Right To Amend:

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

Provisions of This Agreement Applicable To Allottee / Subsequent Allottees:

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

Severability:

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

Method Of Calculation Of Proportionate Share Wherever Referred To In The Agreement:

28.1 Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the said project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the said project.

Further Assurances:

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

Place Of Execution:

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

Service Of Notice:

31.1 That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D Under Certificate of Posting and notified Email ID at their respective addresses specified below:

Name of Allottee
(Allottee’s Address)
Notified Email ID:_____

M/s Neelsidhi Associates LLP
3rdFloor, The Emerald, Plot No. 195B, Sector 12, Vashi, Navi Mumbai
Notified Email ID: info@neelsidhi.com neelsidhiballart@gmail.com

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

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

Joint Allottees:

32.1 That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

PROMOTER	ALLOTTEE(S)
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Stamp Duty and Registration:

33.1 The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

Dispute Resolution:

34.1 Any dispute, including that of any adverse material change in any of the parameters in the said said project, between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred be first referred to Conciliation forum and failure thereto, to the concerned authority as per the provisions of the Real Estate (Regulation and Development)Act, 2016, Rules and Regulations thereunder.

Governing Law:

35.1 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

Jurisdiction:

36.1 This agreement shall be subject to the jurisdiction of courts in Mumbai.

PROMOTER	ALLOTTEE(S)
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FIRST SCHEDULE
(Description of said plot)

All that pieces and parcels of Plot bearing Plot No. 40, admeasuring area of **5,663.97** sq. meters, Sector: 17, New Panvel - West, Navi Mumbai, Taluka: Panvel, and within the Registration district Raigad, Sub-Registrar Panvel and bounded as under:

- On or towards East :Plot No 39
- On or towards West :Plot No 41
- On or towards South :20.00 mtrs wide road
- On or towards North : Open Land

SECOND SCHEDULE
(UNIT DESCRIPTION)

Flat/ Commercial Unit being Office/ Shop No. _____ on the _____ Floor in Wing _____ admeasuring about carpet area _____ Sq. mtrs in the said projectknown as “*Neel SidhiBallarat*”situated and lying on Plot no. 40, Sector 17, New Panvel(W), Navi Mumbai, Taluka: Panvel and as described in FIRSTSCHEDULE.

PROMOTER	ALLOTTEE(S)
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THIRD SCHEDULE

SPECIFICATIONS AND AMENITIES

Brief specifications of materials, amenities, fixtures and fittings:-

- ❖ Earthquake resistant R.C.C. framed structure founded on open foundation.
- ❖ AAC blocks/bricks for all external and partition walls.
- ❖ Sand faced cement plaster for external surfaces, and smooth finished gypsum plaster for internal surface.
- ❖ Main doors and bedroom doors of pre-laminated solid core commercial flush doors with wooden frames. All toilet doors with granite frames
- ❖ All fittings of doors shall be brass chromium plated.
- ❖ All windows on aluminum track with sliding shutters having anodized coating with plain glass and MS window grills outside.
- ❖ Aluminum louvered windows in Bathroom and W.C.
- ❖ Vitrified tiles flooring of size 2' X 2' in all rooms.
- ❖ Raised cooking platform made out of Granite stones with SS sink as per architect's design with one tap and tiles dado upto 7' around it.
- ❖ Colour glazed / ceramic tiles in Toilets up to 7'.
- ❖ European type W.C. pan in each water closet with low plastic flushing tank and colour glazed/ceramic tiles flooring as per instruction of Architect.
- ❖ Washbasin with ½" C.P Pillar tap with all plumbing and sanitary fitting relevantly connected to plumbing and drainage system.
- ❖ All internal plumbing and sanitary work to be of conceal type.
- ❖ Light Points/Fan Points /Plug points as per Architect instructions with all electrical wiring to be concealed type system having copper wires.
- ❖ Video Door Phone for every flat with CCTV security system for the Co-operative Housing Society.
- ❖ Two coats of plastic paint internally and two coats of acrylic paint over texture externally, wooden work/Grills etc., being oil painted.
- ❖ Automatic lift.

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

SIGNED AND DELIVERED BY
THE WITHIN NAMED
NEELSIDHI ASSOCIATES LLP
(Promoter)
Through its Designated Partner
Mr. Darshan GopaljiPalan

SIGNED AND DELIVERED BY
THE WITHIN NAMED Allottee

In the presence of
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2

PROMOTER	ALLOTTEE(S)
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RECEIPT

RECEIVED with thanks from the Allottee a sum of Rs. _____/- (Rupees in _____ words only) as part payment on execution hereof as per terms & conditions of this Agreement for sale of the said flat.

Sr. no.	Bank & branch name	Cheque no.	Cheque Date	Amount

WE SAY RECEIVED
M/S. NEELSIDHI ASSOCIATES LLP

WITNESS

- 1
- 2

PROMOTER	ALLOTTEE(S)
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