

Promoters on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the Project.

17. The Allottee shall take possession of the Flat within 15 days of the written notice from the Promoters to the Allottee intimating that the said Flat is ready for use and occupancy.

18. **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF SAID FLAT :**

Upon receiving a written intimation from the Promoters as per clause 16 the Allottee shall take possession of the Flat from the Promoters as prescribed in this Agreement, and the Promoters shall give possession of the Flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 16 such Allottee shall continue to be liable to pay maintenance charges as applicable.

19. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence.

20. The Allottee along with other Allottees of Flat in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly

the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

21. The Promoters shall, as per rule cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoters and/or the owners in the said structure of the Building or wing in which the said Flat is situated.
22. The Promoters shall, as per rule cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoters and/or the owners in the project land on which the building with multiple wings or building are constructed.
23. Within 15 days after notice in writing is given by the Promoters to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings

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 of such amount towards the outgoings which shall be determined by the Promoters. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid.

24. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts :-

- (i) Share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/ Federation/ Apex body.
- (iv) Provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Water, Electric, and other utility and services connection charges.
- (vi) Electrical receiving and Sub Station provided in Layout.

25. The Allottee shall pay to the Promoters amount 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 said Society, or Limited Company, or

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

27. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

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

- i. The Promoters have clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or

- iv. There are no litigations pending before any Court of law with respect to the project land or Project
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wings shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building wing and common areas;
- vi. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- vii. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- viii. 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 Promoters in respect of the project land and/or the Project.

28. The Allottee or himself with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoters as follows :

to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

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

iii.

To carry out at his own cost all internal repairs to the said Flat and maintain the Flat 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 building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authorities and/or other public authority.

- iv. Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat without the prior written permission of the Promoters and/or the Society or the Limited Company.
- v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vi. Pay to the Promoters within fifteen days of demand by the Promoters, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- vii. 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 Flat by the Allottee for any purposes other than for purpose for which it is sold
- viii. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part

- ix. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- x. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- xi. Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
29. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the

operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

30. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said 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, open parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as herein before mentioned.

31. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE :**

After the Promoters executes this Agreement he shall not mortgage or create a charge on the said 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.

32. Over and above the consideration and other amounts payable by the Allottee, the Allottee hereby agrees that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, Service charges, ALP, Maveja etc., after the date of this Agreement to the NMMC/CIDCO and other concerned local authorities or to the State/Central Government or to the agent of any

various premises to be constructed thereon, the same shall be paid by the Promoters, however, the same would be reimbursed by the Allottee to the Promoters in proportion of the area of the said Flat to the total area of all the premises being constructed as a part of the Proposed Building on the said Property.

33. The Allottee is further made aware that potable water supply is provided by the NMMC/CIDCO and other concerned government authorities, and shall be made available to the said Proposed Building as per the supply received from such authorities. It is clarified that the Promoters have not represented to the Allottee or undertaken to the Allottee that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.

34. It is also agreed and understood that the Promoters shall only pay proportionate charges towards Property tax, Service Charges as per actuals for Flat lying vacant and unsold Flat in the said Building. However the Promoters shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non occupancy charges or any other charges.

35. Further the Promoters and the Allottee agrees that the Promoters can sell the premises in the said Project to any prospective buyer and such prospective buyers will become the member of the said Body without paying any transfer premium or any other charges to the said Society/Condominium.

36. The Allottee is aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him herein, the Promoters have agreed to and is/are executing this Agreement and Allottee hereby agrees to indemnify and keep indemnified the Promoters absolutely and forever from and against all and any damage or loss that may be caused to the Promoters including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoters, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottee being untrue and/or as a result of the Promoters entering in to this Agreement and/or any other present/future writings with the Allottee and/or arising there from
37. If the Allottee, before formation of the society desire/s to sell or transfer his interest in the said Flat or wishes to transfer or give the benefit of this Agreement to other person/s, the same shall be done only after the Allottee obtain/s the prior written permission of the Promoters on their behalf. In the event of the Promoters granting such consent, the Allottee shall be liable to and shall pay appropriate charges to the Promoters such charges as the Promoters may in its absolute discretion determine by way of the transfer charges and administrative and other costs/charges, expenses pertaining to the same PROVIDED HOWEVER that such transferee/s/

performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

38. All obligations of the Allottee and covenants made by the Allottee herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Flat may come.

39. Notwithstanding anything contained herein, the Promoters shall, in respect of any amount remaining unpaid by Allottee under the terms of this Agreement, have a first lien and charge on the said Flat agreed to be purchased by the Allottee hereunder.

40. Any delay or indulgence shown by the Promoters in enforcing the terms of agreement or any forbearance or giving of time to the Allottee shall not be constructed as a waiver on the part of the Promoters or 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 any rights of the Promoters hereunder or in law.

41. **BINDING EFFECT :**

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 15 (Fifteen) days from the date of receipt by the Allottee and secondly appears for

Registrar as and when intimated by the Promoters. If the Allottee fails to execute and deliver to the Promoters this Agreement within 15 (Fifteen) 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 Promoters, then the Promoters 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.

42. **ENTIRE AGREEMENT :**

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

43. **RIGHT TO AMEND :**

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

44. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES :**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to

45. **SEVERABILITY**

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

46. The Allottee and Promoters or their authorized signatory or power of attorney shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the allottee and Promoters or their authorized signatory or power of attorney will attend such office and admit execution thereof.

47. **METHOD OF CALCULATION OF PROPORTIONATE SHARE**

Wherever in this Agreement it is stipulated that the allottee has to make any payment in common with other allottee in Project, the same shall be in Proportion to the carpet area of the said premises to the total carpet area of all the Premises/Plots in the Project.

48. **FURTHER ASSURANCES**

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such

reasonably required in order to effectuates the provisions of this agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred here under or pursuant to any such transaction

49. That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A/D

Name of Allottee
(Allottee's Address):

Promoters Name :

M/S. NEELKANTH INFRA

(Promoters Address): A-905, Mahavir Icon, Plot No.89/90,
Sector-15, CBD Belapur,
Navi Mumbai - 400 614.

JOINT ALLOTTEES :

That in case there are Joint Allottees 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 to consider as properly served on all the Allottees.

50. **STAMP DUTY AND REGISTRATION :**

Any charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

51. **DISPUTE RESOLUTION :-**

Any dispute or difference between the parties in relation to this agreement and/or terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be

First Schedule herein below Referred to Description of the freehold/ leasehold land and all other details

SCHEDULE - I

All that piece or parcel of land known as Plot No.04, Sector-51, in Village Dronagiri of 12.5% (Erstwhile Gaothan Expansion Scheme) containing measurement 1349.96 Sq.Mtrs. or thereabouts and bounded as follows that is to say:

On or towards the North By : Plot No.03

On or towards the South By : Plot No.05

On or towards the East By : 15.00 mtrs. wide road

On or towards the West By : Plot No.29,30,31

Second Schedule herein below Referred to Here set out the nature, extent and description of common areas and facilities.

SCHEDULE - II

<u>FLAT NO.</u>	<u>FLOOR</u>	<u>PLOT NO.</u>	<u>SECTOR</u>
		04	51

BUILDING "NEELKANTH EXOTICA"
 NODE : DRONAGIRI (NEW), NAVI MUMBAI

UNDER 12.5% EXPANSION SCHEME

RERA CARPET AREA IN SQ.MTRS.

ENCLOSED BALCONY AREA IN SQ. MTRS.

CUPBOARD AREA IN SQ. MTRS.

FLOWER BED AREA IN SQ.MTRS.

PROJECTED TERRACE AREA IN SQ. MTRS.

SERVICE AREA IN SQ. MTRS.

BUILDING CONSISTS:GROUND + 16 FLOORS (WITH LIFT)

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

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoters:

M/S. NEELKANTH INFRA,
(Authorized Signatory)

In the presence of

1.

2.

SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee:

In the presence of

1.

RECEIPT

Received of and From the withinnamed ALLOTTEE
_____ a sum of Rs. _____/-

(Rupees _____ Only)

being the advance payment of Sale Price of FLAT being

=====

<u>FLAT NO.</u>	<u>FLOOR</u>	<u>PLOT NO.</u>	<u>SECTOR</u>
_____	_____	04	51

=====

BUILDING : "NEELKANTH EXOTICA"

NODE : DRONAGIRI (NEW), NAVI MUMBAI

UNDER 12.5% EXPANSION SCHEME

RERA CARPET AREA IN SQ. MTRS.

ENCLOSED BALCONY AREA IN SQ. MTRS.

CUPBOARD AREA IN SQ. MTRS.

FLOWER BED AREA IN SQ. MTRS.

PROJECTED TERRACE AREA IN SQ. MTRS.

SERVICE AREA IN SQ. MTRS.

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BUILDING CONSISTS: GROUND + 18 FLOORS (WITH LIFT)

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DETAILS OF PAYMENT

CHEQUE NO.	DATE	AMOUNT	BANK
_____	_____	_____	_____

=====

WE SAY RECEIVED

RS. _____

M/S. NEELKANTH INFRA
(Authorized Signatory)

PROMOTERS

Witnesses:

1)