

**Note : Draft Agreement for Residential Units on 21<sup>st</sup> & 22<sup>nd</sup> Floor****AGREEMENT FOR SALE**

**THIS AGREEMENT** is made and entered into at Navi Mumbai, on this \_\_\_\_ Day of \_\_\_\_\_, Two Thousand and **TWENTY** \_\_\_\_\_.

**BETWEEN**

**M/s. Neelsidhi Associates LLP** having [PAN: AAQFN1586J] and LLPIN: AAO-0605 a Limited Liability Partnership, incorporated under the provisions of The Limited Liability Partnership Act, 2008 having its registered office at The Emerald, 3rd Floor, Plot No. 195B, Sector 12, Vashi, Navi Mumbai- 400703, represented through its Partner \_\_\_\_\_, (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**

\_\_\_\_\_, an adult Indian Inhabitant/s, Aged about \_\_\_\_ years, holding PAN: \_\_\_\_\_ & AADHAAR NO.: \_\_\_\_\_ & \_\_\_\_\_, an adult Indian Inhabitant/s, Aged about \_\_\_\_ years, holding PAN: \_\_\_\_\_ & AADHAAR NO.: \_\_\_\_\_ residing at \_\_\_\_\_ (hereinafter referred to as "**The Allottee**") (which expression shall, unless it be repugnant to the context or meaning 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**

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**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 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 had invited Bids for certain plots situated at Ghansoli, Navi Mumbai under Scheme no. MM-I/04/GHN/2018-19 (hereinafter referred to as the **"Scheme"**) in the month of September, 2018.
- D. The Promoter being interested to bid under the said Scheme has submitted its Bid for Plot No. 2A admeasuring total area of 1,749.89 sq. mtrs situated at Sector 06, Ghansoli, Navi Mumbai (hereinafter referred to as **"the said plot"**) more particularly described in the **First Schedule** hereunder written. The Corporation has declared the Promoter as the successful bidder under the scheme for the aforesaid plot and has issued an Allotment Letter dated 22/01/2019 bearing reference no. 2664/1000113 subject to the terms and conditions contained therein.
- E. Upon payment of entire lease premium of Rs. 25,74,30,745.12/- (Rupees Twenty Five Crores Seventy Four Lacs Thirty Thousand Seven Hundred and Forty Five and Twelve Paise Only) for the said Plot, the Corporation has entered into Agreement to Lease dated 21/05/2019 with the Promoter containing the terms and conditions for the grant of License to develop the said Plot. The Agreement to Lease dated 21/05/2019 was registered with Office of Sub-Registrar of Assurances – Thane 6 under registration serial no TNN6-6684-2019 on 22/05/2019. The copy of Index II of the aforesaid Agreement to Lease evidencing title of the Promoter in the said Plot and the final

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demarcation of the said plot is appended hereto and marked as **Annexure "A" and Annexure "B"** respectively.

- F. 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.
- G. The Promoter hereby proposes to develop a Residential Cum Commercial project by consuming maximum permissible FSI of 1.50 i.e. 2,624.84 sq.mtr. BUA. on the said Plot. The said project shall is of 1 (one) building of GroundFloor + 3 Podium Floors+ 17 Upper Floors comprising of 65 (Sixty Five) Residential Flats on the upper floors and 6 (Six) Shops on the Ground floor (hereinafter referred to as the **"said project"**).
- H. The Promoter has obtained a Development Permission Cum Commencement Certificate bearing serial no. JA.KR. NMMC/ NRV/ BP/Sr. No.20191CNMMC15383 /2807/2019 dated 16/07/2019 from the Navi Mumbai Municipal Corporation (hereinafter referred to as (the "Municipal Corporation")
- I. Now, the Promoter pursuant to obtaining more than 2/3<sup>rd</sup> consent from Allottee who have booked the flat in the said project has availed additional FSI of 621.46 sq.mtrs. as permissible under Regulation 6.1.1 r.w. Table 6A and Regulation 6.3 r.w. Table 6G and footnotes contained thereunder. The Promoter proposes to construct 2 additional floors i.e. the 21<sup>st</sup> and 22<sup>nd</sup> floor, therefore the said project will now comprise of Ground Floor +3 Podium Floors + 19 Upper Floors comprising of 6 (six) shops and 73 (Seventy Three) Residential Flats.
- J. The Promoter has also obtained permission from CIDCO Ltd to avail and consume the additional FSI of 621.46 sq.mtrs. as permissible under Regulation 6.1.1 r.w. Table 6A and Regulation 6.3 r.w. Table 6G and footnotes contained thereunder vide their letter bearing No. CIDCO/MTS-I/EO-I/8000123195/2021/360 dated 26/10/2021
- K. The Promoter has obtained Amended Development Permission and Commencement Certificate from ADTP, NMMC vide their letter bearing serial No. JA.KR. NMMC/ NRV/ BP/Sr.

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No.20211CNMMC18467/322/2021 dated 03/02/2022, a copy of the same is appended hereto and marked as **Annexure "C"**.

- L. The Promoter shall also develop Common Area and Facilities in accordance with the aforesaid Development Permission and Commencement Certificate obtained from the Municipal Corporation. The details of the Common Areas and Facilities are stated in the **Annexure "D"** appended hereto.
- M. The Promoter has obtained a Amended Certificate of Title in respect of the said Residential Cum Commercial Project from Adv. N. N. Edate, High Court Bombay dated 08/02/2022, copy of which is appended hereto and marked as **Annexure "E"**.
- N. The Promoter has entered into a standard Agreement with Arch. Soyuz Talib of M/s. Soyuz Talib Architects Pvt. Ltd. a registered architect with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- O. The Promoter has appointed Er. Mr. Sunil Mutalik of M/s. Sunil Mutalik & Associates as structural Engineer for the preparation of the structural design and drawings of the said Residential Cum Commercial Project and the Structural Engineer has accepted the same until completion of the said Residential Cum Commercial Project.
- P. The Promoter has registered the said Residential Cum Commercial Project within the provisions of The Real Estate (Development and Regulation) Act, 2016 (RERA) and has received a registration certificate bearing serial no. **P51700021900** dated \_\_/\_\_/2022 The Authenticated Copy of RERA registration Certificate bearing serial no **P51700021900** dated \_\_/\_\_/2022 for the Residential Cum Commercial Project is appended hereto and marked as **Annexure "F"**.
- Q. By virtue of the Agreement to Lease and Amended Development Permission Cum Commencement Certificate, the Promoter has sole and exclusive right to currently sell the flats and shops in the said Residential Cum Commercial Project and to receive sale consideration in respect thereof.

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- R. The Promoter has got some of the approvals from the concerned local authorities to the plans, specifications, elevations, sections for the said residential cum commercial project and shall obtain the balance approvals from the various authorities from time to time so as to obtain the Occupancy Certificate for the said Residential Cum Commercial Project.
- S. 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 Residential Cum Commercial Project and upon due observance and performance of which the Occupancy Certificate shall be granted by the concerned local authority.
- T. The Promoter has commenced the construction on the said plot in accordance with the plans sanctioned by the Municipal Corporation vide Amended Development Permission Cum Commencement Certificate granted by them.
- U. 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 Residential Cum Commercial Project prepared by the Promoter's architect M/s. Soyuz Talib Architects Pvt. Ltd and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "**Act**").
- V. The Allottee applied to the Promoter vide application dated \_\_\_\_\_ for the reservation of Flat no. \_\_\_\_\_ admeasuring carpet area \_\_\_\_\_ Sq. Mtrs. On \_\_\_\_\_ floor in the said Residential Cum Commercial Project namely "**Neelsidhi Anexo**" on Plot No. 2A, Sector 06, Ghansoli, Navi Mumbai 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**").

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- W. The carpet area as mentioned hereinabove means the net usable floor area of an Flat/Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/ Shop as the case may be for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat/ Shop as the case may be for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat.
- X. 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;
- Y. 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 initial 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.
- Z. The Promoter has registered the said Residential Cum Commercial Project under the provisions of the said Act with the Real Estate Regulatory Authority at Maharashtra bearing no. P51700021900.
- AA. Under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of the said flat/ shop with the Allottee in the said Residential Cum Commercial Project with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- BB. 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/ shop.

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

**Project:**

- 1.1 The Promoter shall construct a said Residential Cum Commercial Project as stated hereinabove in accordance with the plans, designs and specification as sanctioned by the concerned local authority.
- 1.2 The Promoter has informed the Allottee and the Allottee hereby confirms, consents and acknowledges that the Residential Cum Commercial Project is being developed in the manner specified in Recitals stated herein above at the absolute discretion of the Promoter.
- 1.3 The Allottee hereby further agrees and consents for any other variation or modification made by Promoter at its sole discretion for development of the said Residential Cum Commercial Project which the Promoter may consider necessary provided the same is approved by the Municipal Authority.
- 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/ shop except any alteration or additions required by Competent Authority or due to change in law. The Promoter shall also be entitled to carry out minor additions/ alterations due to architectural and structural reason duly recommended and verified by Architect or Engineer and as required under Relevant Laws.

**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 bearing no. \_\_\_\_\_ admeasuring carpet area of \_\_\_\_\_ sq.mtrs on \_\_\_ floor in the Residential Cum Commercial Project to be known as **“Neelsidhi Anexo”** proposed to be constructed on Plot No. 2A, Sector 06, Ghansoli, Navi Mumbai as shown in the Floor plan thereof heretoannexedand marked **“Annexure G”** for a total sale price of **Rs. \_\_\_\_\_/- (RUPEES \_\_\_\_\_ ONLY)** including the proportionate price of the

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common areas and facilities appurtenant to the premises plus all incidental taxes, duties etc as mentioned in clause No. 6.1.

- 2.2 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Residential Cum Commercial 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.

- 2.3 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/ taxes/ duties etc by whatsoever name called which may be levied or imposed by the competent authority Local Bodies/Government/ Non Government Body/ Semi Government body/ 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 charges, cost, taxes, duties, any levies and/ or any outgoings imposed by the competent authority Local Bodies/Government/ Non Government Body/ Semi Government body/ any entity by whatsoever name called from time to time 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.

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2.4 The fixtures, fittings and amenities provided by the Promoter in the said Flat/ Shop and the said building are those that are set out in **Third Schedule** 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/shop 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/ shop in the following manner:-

<b>SCHEDULE</b>	<b>Residential/ Shop Flat % OF PAYMENT</b>
On or Before Execution of the Agreement for Sale.	10.00%
Within 15 days from the date of execution of this Agreement	15.00%
On Completion of Plinth	15.00%
On Completion of 1st Slab	5.00%
On Completion of 3rd Slab	5.00%
On Completion of 6th Slab	5.00%
On Completion of 9th Slab	5.00%
On Completion of 12th Slab	5.00%
On Completion of 15th Slab	5.00%
On Completion of 18th Slab	5.00%
Completion of the 21 <sup>st</sup> Slab	5.00%
On Completion of Terrace Slab	5.00%
On Completion of Brick Work	3.00%
On Completion of Internal Plaster Work	2.00%
On Completion of External Plaster Work	2.00%
On Completion of Electric Work and Plumbing	2.00%

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On Completion of Flooring, Tiling and Sanitary Work	2.00%
On Completion of Doors and Windows Work	2.00%
On Possession	2.00%

The amount due as per Current Work In Progress 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 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.

**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" A/C NO. 041905003401** in **ICICI BANK, 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" A/C NO. 041905003401** in **ICICI BANK, 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

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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 either by Registered Post Acknowledgement Due (RPAD) at the last known address and/ or by email at the registered email address i.e. \_\_\_\_\_ submitted by the Allottee at the time of reservation of the said flat/ shop shall be treated as sufficient compliance from Promoters and the Allottee shall be barred from claiming non receipt of the notice of demand.

**Payment of Statutory Dues and Taxes:**

6.1 In addition to the Consideration of the flat/shop 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.

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- 6.2 In lieu of the notification/circular issued by the Urban and Development Department, Government of Maharashtra under serial No. **GR-TPS/1820/ani/27/pravakra-80/20-navi-13**, the stamp duty and registration charges payable on the said flat will be borne and paid by the Promoter. 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.
- 6.3 In the event of any additional levy on account of tax, duties, cess etc prospectively or retrospectively which is enforced the Government on the Promoter at any time in respect of the said project; the Promoter shall be permitted to recover the same from the Allottee and the Allottee shall have no right to object in whatsoever manner in this regards.

**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 there under 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 fulfil 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

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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 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/shop 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 enclosed balcony, loft (in case of shops), flower bed, cupboard area and terrace admeasuring \_\_\_\_\_ sq.mtrs attached with the said flat/ shop as per approved plans and certificate issued by the appointed architect the same is also delineated on the plan appended hereto and marked as **Annexure "G"**. No monetary consideration is payable by the Allottee to the Promoter for acquiring right to such exclusive use.

#### **Declaration by the Promoters:**

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- 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 The Promoter further covenants that it can obtain Part Occupancy Certificate in respect of the said project and handover the possession of the said flats/ shops for which the Occupancy Certificate is received.
- 10.3 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/ shop 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.
- 10.4 This warranty is applicable only if the Allottee does not carry out any alteration or addition or change in the said flat/shop/ or the building/s or causes damage to the said flat/ shop/ building by misuse and thereafter the Co-operative Housing Society or Allottee itself shall be responsible to rectify the same at their costs and efforts.
- 10.5 The Promoter hereby declares that currently the Floor Space Index available in respect of the said Residential Cum Commercial Project is 3,246.30 sq. mtrs. only and that no part of the said floor space index has been utilized by the PROMOTER elsewhere for any purpose whatsoever. In the event if there is an increase in FSI in respect of the said plot, the Promoter shall be solely entitled to use the same.
- 10.6 The PROMOTER has paid the scrutiny fee, development charges, enclosed balcony charges miscellaneous 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

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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.

- 10.7 The Promoter hereby declares and confirms that the common amenities i.e. [a] Podium, [b] Garden with lawn and shrubs along with children play area over podium, [c] Fitness Center over podium etc, on the said plot shall be exclusively for use of the residential flat Allottees only. The owners of the Shops shall not be entitled to use the said common amenities.
- 10.8 The Promoters shall not be liable for any loss, damage, injury, delay caused due to Maharashtra State Electricity Distribution Co. Ltd (MSEDCL) defaulting/ delaying the supply of electricity or due to local authority concerned delaying supply of water and/ or for any delay on the part of CIDCO in providing infrastructure like road, drainage, street lighting or such other service connections necessary for occupying the said flat/ shop.
- 10.9 The Promoter shall be entitled to put up sign boards, signages, neon boards displaying their name in any part of the project like terraces, common areas and garden etc. Such boards would be maintained by the Promoters at their own costs till the land is conveyed to the Society. The Boards would not contain any false or misleading information. The Allottee shall not raise any objection to such boards or create any nuisance or hurdle in putting and maintaining the boards.

**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.

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- 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 Residential Cum Commercial 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.
- 11.4 The Allottee of the Flats/ Shop hereby declare that he/ she/ they are aware that as per the terms and conditions of the fire NOC, sprinklers are installed at various location inside their Flat/ Shop/ entire building. The Allottee further declares that they will not enclose, not change the location, not remove, not disturb the sprinklers in any way while renovating/ refurbishing/ carrying out any works in their flat/ shop. Any loss, damage/ mishap caused due to violation committed by the Allottee; the Allottee shall be solely responsible for the same and shall no claim against the Promoter.

**Defaults by Allottee:**

Following shall be deemed to be default on the part of Allottee:

- a. Default in making timely payment of sums dues as mentioned in this agreement
- b. Creating nuisance on the site resulting in danger/ damage to the said project/ land, threat to life.
- c. Delay in accepting possession of the said flat/ shop within a period of two (2) weeks on intimation to take possession by the Promoters
- d. Refusing/ delaying to make memberships of society formed for the said project
- e. Breach of any terms and conditions of this Agreement
- f. Breach of any law or provisions effective thereof.
- g. Obtain forceful occupancy/ possession of said unit before receipt of occupation certificate by competent authority

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- h. The possession of the said flat/ shop shall not be handed over unless this agreement agreement has been executed, registered and all the terms & conditions contained in this agreement are fully complied with.
- i. The Allottee shall not be in default and if Allottee removes remedies for such breach within 15 days of the receipt of the notice from the Promoters to the Allottee.

**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) or any other defaults as stated in this agreement and on the Allottee committing three defaults of payment of instalments, 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 upto 20% 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 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

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sell the Flat/ shop 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.

- (iii) In addition to the above in case if the Promoter is making the payment of the Stamp duty and Registration charges; upon termination of this Agreement the Promoter shall be entitled to recover the same from the Allottee.

### **Possession of Flat/shop:**

- 13.1 The Promoter shall give possession of the Flat/shop to the Allottee on or before 28<sup>th</sup> August, 2025. If the Promoter fails or neglects to give possession of the Flat/ Shop 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/ Shop 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. The aforesaid interest shall be payable to only those Allottee who do not cancel their allotment/ do not withdraw themselves from the said project till handing over of possession.

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

- (i) Non availability of steel, cement, other building material, water or electric supply;
- (ii) war, civil commotion or act of God ;
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iv) any other reasons beyond the control of the Promoter

- 13.2 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/ email, the possession of the Flat/ Shop 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/ Shop to the Allottee. The Promoter

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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/ Shop.

### 13.3 Manner Of Taking Possession

- i. The Allottee shall take possession of the Flat/ Shop within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flat/ Shop is ready for use and occupancy.
- ii. Upon receiving a written intimation/ intimation through email from the Promoter the Allottee shall take possession of the Flat/ Shop 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/ Shop to the Allottee. In case the Allottee 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/ Shop or any part thereof or permit the same to be used for purpose of residence and / or permitted professional activities and commercial activities (in case of shops only) as permitted by the DCR. The Allottee shall neither 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/ Shop.

### Society Formation:

- 15.1 The Promoter shall cause to form 1 (one) a co-operative housing society for the Residential Cum Commercial Project within the time frame provided under law.

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- 15.2 The Allottee's along with other Allottee of Flat/ Shops and Shops in the Residential Cum Commercial Project shall join in forming and registering the Society under the Maharashtra Co-operative Societies Act to be known as "**Neelsidhi Anexo**". 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 Residential Cum Commercial Project, it shall cause to obtain the lease of the said Land in favour of Co-operative Housing Society thereby assigning the undivided interest in the land to therein concurrence with the draft of lease deed appended by Corporation to the Agreement to Lease dated 22/05/2019 and as amended within the policy of the Corporation.
- 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 entire plot in favour of Co-operative Housing 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 Housing Society shall be borne by the Allottee in proportion to the carpet area of their Flat/ Shops.

**Common Maintenance Charges:**

- 16.1 Commencing 7 (seven) days after intimation cum notice in writing or by email is given by the Promoter to the Allottee that the said Flat/ Shop/ Shopis ready for use and occupation, the Allottee

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shall be liable to pay for proportionate shares of outgoings in respect of the said plot 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 building on the said land. Such proportionate share of expense shall be calculated on the basis of carpet area of the said Flat/ Shop/ Shop.

- 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 & any other taxes as applicable) and all such demands raised by the Promoter from time to time until the lease deed is executed in favour of the Co-operative Housing Society. On execution of lease deed in favor of the Co-operative Housing 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 Residential Cum Commercial 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 Housing 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

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Housing Society and thereafter such bank account shall be closed and entire accounts and amount if any therein shall be handed over by the Promoter to the society of the Residential Cum Commercial 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 Housing Society.

**Representation and Warranties of the Promoter:**

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

- i. The Promoter has clear and marketable title with respect to the said plot; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said plot and also has actual, physical and legal possession of the said plot for the implementation of the said project.
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- iii. The Promoter shall be entitled to avail construction finance and/ or any financial facility from any banks and/ or financial institution/ money lenders/ lenders by whatsoever name & entity called at any stage of the said project and the Allottee hereby gives his/ her/ their unequivocal consent in this regards.
- iv. There are no encumbrances upon the said plot or the Project. However the Promoter shall without any NOC from the Allottee's or the Society will be permitted to create charge/ mortgage/ hypothecate the unsold units & any cash flows of the the said project and borrow funds from Banks/ Financial Institutions/ Money Lender/ Lenders by whatsoever name & entity called.
- v. There are no litigations pending before any Court of law with respect to the said plot or Project;

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- vi. All approvals, licenses and permits issued by the competent authorities with respect to the said project are valid and subsisting and have been obtained by following due process of law.
- vii. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said project 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 said project;
- viii. 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;
- ix. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said plot, including the said Project and the said Flat/ Shop which will, in any manner, affect the rights of Allottee under this Agreement;
- x. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/ Shop to the Allottee in the manner contemplated in this Agreement;
- xi. 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;
- xii. 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 .
- xiii. Upon the Promoter in respect of the said plot and/or the Project.

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**Post Possession Obligations of Allottee:**

18.1 The Allottee himself/herself/themselves with intention to bring all persons into whosoever hands the said Flat/Shop may come, doth hereby covenant with the PROMOTER as follows :-

- a. To maintain the said Flat/ Shop at Allottee own cost in good tenantable repair condition from the date of possession of the said Flat/ Shopis taken and shall not do or suffered to be done anything in or to the buildings in which the said Flat/ Shopis 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 is situated and the said Flat itself or any part thereof.
- b. Not to store in the said Flat/ Shopany 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/ Shopis situated or storing of which goods is 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/ Shopis situated. In case any damage is caused tothe building in which the said Flat/ Shopis 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/ Shopand maintain the said Flat/ Shopin 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/ Shopis situated or the said Flat/ Shopwhich 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.

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- d. As per the terms and conditions of the Fire No Objection Certificate and the Fire norms laid down by the NMMC sprinklers will be installed in all the flats/ shops and various places in the said building. The Allottee will not be permitted to enclose, remove, change, disturb the location of the sprinklers and/ or disturb the same in any manners as installed in their respective flats/ shops. Any mishap, damages, loss caused due to the Allottee enclosing/ removing/ damaging/ changing location of the said fire sprinklers at the time of carrying out any works inside his/ her/ their units; the Allottee shall be solely responsible for the same and will have no right to held responsible the Promoter and/ or any other entity.
- e. Not to demolish or cause to be demolished the said Flat/ Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat/ Shop or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the said Flat/ Shop is situated and shall keep the portion / sewers, drains pipes in the said Flat/ Shop and appurtenances thereto in good tenable repair condition, and in particular, so as to support shelter and protect the other part of the buildings in which the said Flat/ Shop is 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/ Shop without the prior written permission of the PROMOTER and/or the Co-operative Housing Society.
- f. 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 is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- g. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/ Shop in the compound or any portion of the said land and the building in which the said Flat/ Shop is situated at the time of interior work of the said Flat/ Shop. For

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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/ Shop.

- h. 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/ Shop by the Allottee.
- i. 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/ Shop unless 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.
- j. 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/ Shops therein 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/ Shop in 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.
- k. Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the building in which the said unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- l. Not to alter design and position of grill provided and not to put any Box type grill;

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- m. not to enclose the Flower Bed./W.S./ chajja attached terrace;
- n. not to break wall between window and flower Bed and put window on parapet of flower bed;
- o. not to put any extra door in the lobby which may cause nuisance to the other Unit owners or put any material like cupboards, shoe racks; It may cause obstacles to the neighbouring Units.
- p. Not to cover the attached terrace by erecting slabs/ sheds, and/ or putting *patra or sheets*;
- q. Not to change the facade of the building;
- r. Not to make any alteration in the said flat/ shop;
- s. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any portion of the said property and the building in which the said unit is situated;
- t. Not to put for drying or otherwise, clothes, or keeping flower pots, etc. on the parapets, windows sills or extended grills and such other openings as to give unpleasant sight from outside and/or to damage/ spoil wall paint.
- u. 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 unit by the Allottee/s other than specified in this agreement.

#### **Parking Spaces:**

19.1 The Promoter has represented to the Allottee that the said Residential Cum Commercial Project shall comprise of 106 [One Hundred and Six] number of car parking spaces including Stack parking spaces and 10 [Ten] visitor car parkings. In addition to the above there are 47 [Forty Seven] two wheeler parking.

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- 19.2 The Allottee has informed the Promoter that he/ she has requested the Promoter to allot 1 [One] \_\_\_\_\_ car parking space within the Residential Cum Commercial Project. The allocation of the said \_\_\_\_\_ car parking space shall be done on handing over possession of the said Flat at the sole discretion of the Promoter and Allottee hereby unequivocally agrees and consents to the same.
- 19.3 The Allottee is aware that the Promoter has in the like manner allocated/ shall be allocating other car parking spaces to other Allottees of the Flat/ Shops in the said Residential Cum Commercial Project and undertakes not to raise any objections in that regards and right of the Allottee to raise any such objection is waived.
- 19.4 The Allottee hereby further warrants and confirms that he/ she shall upon formation of Co-operative Housing Society and/ or execution of conveyance as contemplated herein cause such Co-operative Society to confirm and ratify and shall not permit the Co-operative Housing Society to alter or change the allocation of Stack parking space as allotted by the Promoter to the various Allottee's.
- 19.5 The Allottee shall keep the \_\_\_\_\_ car parking space for its exclusive use as may be shown in the final plan as 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 \_\_\_\_\_ car parking space for parking of 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 the said Flat/ Shop. The Allottee shall be allowed to park only One car per car parking space.

**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/ Shop to the Allottee and the

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common areas to the Co-operative Housing 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 Flat/ Shops or of the said Said plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat/ Shop 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 and until the Said plot is transferred to the Co-operative Housing Society.
- 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.
- 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 of his appointed power of attorney holder will attend such office and admit execution thereof.
- 20.6 In the event if the Allottee has/have purchased the said Flat/ Shop as an Investor, the Allottee intends to sell the said Flat/ Shop within a period of one year from the date of this Agreement. In the event the said Flat/ Shop is sold within one year then the Allottee shall be entitled to invoke.

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- 20.7 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/ Shop like any other Allottee if he does not sell it within one year.
- 20.8 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.
- 20.9 The Allottee agrees and acknowledges that the show unit to be 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 show unit, other than as expressly agreed by the Promoter under this Agreement.

**Unsold Units of Promoter:**

- 21.1 All unsold and/or un-allotted Flat/ Shop(s)/Flat/ Shop(s)/premises(s)/unit(s), areas and spaces in the said project, including without limitation, parking spaces and other spaces in the stilt and anywhere else in the Building and Said plot 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/ Shop(s)/premises(s)/unit(s)/parking spaces and shall be entitled to enter upon the Said plot 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 and 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 un-allotted Flat/ Shop(s)/Flat/ Shop(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 Allottee of different premises in the Building on terms and conditions decided by the Promoter in 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

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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 / 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/ Shop 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/ Shop. However the Promoter will be permitted to create charge and mortgage the unsold Flat/ Shop in the said project any the other Allottee's and Society shall have no objection whatsoever in these regards.

**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.

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**Entire Agreement:**

24.1 This Agreement, along with its recitals, schedules and annexure, 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/ Shop, as the case may be.

**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/ Shop, in case of a transfer, as the said obligations go along with the Flat/ Shop 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 there under 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 there under 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 without her Allottee (s) in the Residential Cum Commercial Project, the

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same shall be in proportion to the carpet area of the Flat/ Shop to the total carpet area of all the [Flat/ Shops in the Residential Cum Commercial 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:**

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:

**Notified Email ID: anandmpatil86@gmail.com**

**AND**

<b>PROMOTER</b>	<b>ALLOTTEE(S)</b>
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**M/S.NEELSIDHI ASSOCIATES LLP**

**3<sup>rd</sup>FLOOR, THE EMERALD,**

**PLOT NO. 195B, SECTOR -12, VASHI,**

**NAVI MUMBAI -400 703.**

**Notified Email ID: [neelsidhianexo@gmail.com](mailto:neelsidhianexo@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 executin 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/ Shop to the Allottee under this agreement, all the notices on the Allottee shall be served at the address of the said Flat/ Shop 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.

**Stamp Duty and Registration:**

- 33.1 In lieu of the notification/circular issued by the Urban and Development Department, Government of Maharashtra under serial No. **GR-TPS/1820/ani/27/pravakra-80/20-navi-13**, the stamp duty and registration charges payable on the said flat will be borne and paid by the Promoter.

<b>PROMOTER</b>	<b>ALLOTTEE(S)</b>
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**Dispute Resolution:**

34.1 Any dispute, including that of any adverse material change in any of the parameters in the said Residential Cum Commercial Project, between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall 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 Navi Mumbai.

**FIRST SCHEDULE****(Description of said plot)**

All that pieces and parcels of Plot bearing Plot No. 2A, admeasuring area of [1749.890]sq. meters, Sector: 06, Ghansoli, Navi Mumbai, and within the Registration district Thane, Sub-Registrar Thane, Maharashtra, INDIA and bounded as under:

On or towards East : 30.00 Mtr. Wide Road

On or towards West : Plot No. 1

On or towards South :Plot No. 3

On or towards North : Plot No. 2

<b>PROMOTER</b>	<b>ALLOTTEE(S)</b>
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**SECONDSCHEDULE**

**(Flat/ Shop description)**

Flat No. \_\_\_\_\_ admeasuring about carpet area \_\_\_\_\_ Sq. mtrs on \_<sup>th</sup> floor in the Residential Cum Commercial Project known as **“Neelsidhi Anexo”** situated and lying on the Said plot at Plot no. 2A, Sector 06, Ghansoli, Navi Mumbai, District – Thane, Maharashtra, INDIA and as described in **FIRST SCHEDULE**.

**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 Glass Railing outside.
- ❖ Aluminum louvered windows in Bathroom and W.C.
- ❖ Vitrified tiles flooring in all rooms.

<b>PROMOTER</b>	<b>ALLOTTEE(S)</b>
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- ❖ 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.

**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, SEALED & DELIVERED )

BY THE WITHINNAMED PROMOTER  
**NEELSIDHI ASSOCIATES LLP**

Through its authorized Partner )

**SHRI. DARSHAN G. PALAN** )

IN THE PRESENCE OF )

1) **MRS. PREETI V. SAWANT** )

2) **MRS. PRITI N. PARAB** )

<b>PROMOTER</b>	<b>ALLOTTEE(S)</b>
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SIGNED, SEALED & DELIVERED BY )

THE WITHIN NAMED ALLOTTEE )

1) )

PAN : )

2) )

PAN: )

IN THE PRESENCE OF )

1) MRS. PREETI V. SAWANT )

2) MRS. PRITI N. PARAB

### RECEIPT

RECEIVED with thanks from the Allottee a sum of Rs. \_\_\_\_\_/- (RUPEES  
 \_\_\_\_\_ ONLY) as part payment on execution hereof as per terms &  
 conditions of this Agreement for sale of the said Flat.

Sr. no.	Cheque no.	Cheque Date	Bank & branch name	Amount (Rs.)
1.				
2.				
3.				

<b>PROMOTER</b>	<b>ALLOTTEE(S)</b>
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TOTAL

/-

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This receipt is subject to realization of Cheques.

**WE SAY RECEIVED**

**FOR NEELSIDHI ASSOCIATES LLP**

**PARTNER**

**WITNESS**

1

2

**DRAFT**

<p><b>PROMOTER</b></p>	<p><b>ALLOTTEE(S)</b></p>
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