

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at Navi Mumbai on this ____ day of _____, 20____ between **M/S. VARNIRAJ GROUP**, a Partnership firm duly registered under the Indian Partnership Act, 1932, through its partners 1) MR. NILESH HARAJI BHATESRA 2) MR. BHAVAN DEVJI HATHIYANI & 3) MR. RUPSHI RAGHAVJI BARSANIA, having its office at 201, Sitaram Co-operative Housing Society Ltd., Plot No. 28, Sector No. 21, Nerul, Navi Mumbai-400 706, Hereinafter called “**THE PROMOTERS**” (Which expression shall unless repugnant to the context or meaning thereof mean and deemed to include their Partners and their respective heirs, executors, administrators and assigns) of the **ONE PART and M/S. SHREEYUT DEVELOPERS**, a Partnership firm duly registered under the Indian Partnership Act, 1932 through its Partners 1) MR. GOVIND RUDA PATEL 2) MR. MANOHAR RAJARAM KUMBHAR & 3) MR. RAHUL SHYAM GUPTA, having its office at B-16, Nav Sonali Society, Jondhali Baug Road, Charai, Thane (W) – 400601, hereinafter called “**THE CONFIRMING PARTY**” (Which expression shall unless repugnant to the context or meaning thereof mean and deemed to include their Partners and their respective heirs, executors, administrators and assigns) of the **SECOND PART; A N D 1)** _____, Age ____yrs. & **2)** _____, Age ____ yrs., Both adult, Indian inhabitants, residing at _____, hereinafter called and referred to as “**THE PURCHASER/s**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / their heirs, executors, administrators and assigns) of the **THIRD PART.**

WHEREAS the city and Industrial Development Corporation of Maharashtra Ltd., a company incorporated under the companies Act 1956 and having its registered office at Nirmal, 2nd floor, Nariman point, Bombay – 21, hereinafter referred to as “**THE CORPORATION**”. The said corporation has been declared New Town Development Authority a New Town of Navi Mumbai by Government of Maharashtra in exercise of its powers under sub section (1) and (3 –A) of section 113 of the Maharashtra Regional and town planning Act 1966 (Maharashtra XXXVII of 1966) (hereinafter referred to as “**THE SAID ACT**”).

AND WHEREAS the state Government acquiring lands described therein and Vesting such lands in the said corporation (**CIDCO**) city and Industrial Development Corporation of Maharashtra Ltd., a company incorporated under the companies Act 1956, by Government of Maharashtra in exercise of its powers under section 113, subsection 1 and (3-A) of the Maharashtra Regional and Town planning Act 1966 for development and disposal.

AND WHEREAS the **CIDCO** laid down plots in Gaothan area of Ulwe and other villages on such place of lands / plots acquired by the state Government and subsequently vested in (CIDCO) corporation for being leased to the New Bombay project affected persons under 12.5% plot Allotment scheme.

AND WHEREAS The Plot owners **1. MR. ASHOK HIRAJI KHARKAR 2. SMT. TARABAI CHINTAMAN KHARKAR, 3. MR. ANAND CHINTAMAN KHARKAR, 4. SMT. LAXMI CHINTAMAN KHARKAR, 5. SMT. DAMYANTI CHINTAMAN KHARKAR @ SNEHA SANTOSH GHARAT, 6. MR. MAHENDRA CHINTAMAN KHARKAR, 7. MR. DEEPAK CHINTAMAN KHARKAR, 8. SMT. SHARADA MOHAN KHARKAR, 9. SMT. SEEMA NARENDRA PATIL, 10. MR. RAVINDRA MOHAN KHARKAR, 11. MR. SAMIR MOHAN KHARKAR, 12. MR. SURESH GOPAL KHARKAR, 13. MR. PANDURANG GOPAL KHARKAR, 14. MR. CHANDRAKANT GOPAL KHARKAR, 15. MR. DATTATRAY GOPAL KHARKAR 16. SMT. ARUNA ANKUSH PATIL, 17. SMT. SUNANDA JANARDHAN KHARKAR, 18. MR. DHANESH JANARDHAN KHARKAR, 19. SMT. MAHADUBAI JOMA KHARKAR, 20. MR. DNYANESHWAR JOMA KHARKAR, 21. MR. NIVRUTTI JOMA KHARKAR, 22. SMT. RADHA @ RADHABAI JOMA KHARKAR 23. MR. PRATAP NARHARI PATIL,**

24. MR. RATAN NARHARI PATIL, 25. SMT. HIRUBAI RAM KHARKAR 26. ROHIDAS RAM KHARKAR, 27. DAYANAND RAM KHARKAR, 28. MR. BHALCHANDRA HARI BHOIR, 29. MR. DAMODAR HARI BHOIR, 30. MR. DASHRATH HARI BHOIR, 31. SMT. MAINA @ MAINABAI BABU KUDAVKAR, (hereinafter all collectively referred to as "**THE ORIGINAL LICENSEE/S**") entitled to get plot under 12.5% Plot allotment scheme, The CIDCO allotted to "**THE ORIGINAL LICENSEE/s**" to Plot No. 196, admeasuring area about 549.90 Sq. Mtrs., Village - Ulwe (Under 12.5% GES Scheme), Sector - 23, Tal. Panvel, Dist Raigad, vide File No. _____, dated _____.

AND WHEREAS CIDCO consented to grant the Licensees lease of the above said plot admeasuring 549.90 Sq. Mtrs., situated at Sector-23, Ulwe more particularly described in the schedule mentioned hereunder to **1. MR. ASHOK HIRAJI KHARKAR 2. SMT. TARABAI CHINTAMAN KHARKAR, 3. MR. ANAND CHINTAMAN KHARKAR, 4. SMT. LAXMI CHINTAMAN KHARKAR, 5. SMT. DAMYANTI CHINTAMAN KHARKAR @ SNEHA SANTOSH GHARAT, 6. MR. MAHENDRA CHINTAMAN KHARKAR, 7. MR. DEEPAK CHINTAMAN KHARKAR, 8. SMT. SHARADA MOHAN KHARKAR, 9. SMT. SEEMA NARENDRA PATIL, 10. MR. RAVINDRA MOHAN KHARKAR, 11. MR. SAMIR MOHAN KHARKAR, 12. MR. SURESH GOPAL KHARKAR, 13. MR. PANDURANG GOPAL KHARKAR, 14. MR. CHANDRAKANT GOPAL KHARKAR, 15. MR DATTATRAY GOPAL KHARKAR 16. SMT. ARUNA ANKUSH PATIL, 17. SMT. SUNANDA JANARDHAN KHARKAR, 18. MR. DHANESH JANARDHAN KHARKAR, 19. SMT. MAHADUBAI JOMA KHARKAR, 20. MR. DNYANESHWAR JOMA KHARKAR, 21. MR. NIVRUTTI JOMA KHARKAR, 22. SMT. RADHA @ RADHABAI JOMA KHARKAR 23. MR. PRATAP NARHARI PATIL, 24. MR. RATAN NARHARI PATIL, 25. SMT. HIRUBAI RAM KHARKAR 26. ROHIDAS RAM KHARKAR, 27. DAYANAND RAM KHARKAR, 28. MR. BHALCHANDRA HARI BHOIR, 29. MR. DAMODAR HARI BHOIR, 30. MR. DASHRATH HARI BHOIR, 31. SMT. MAINA @ MAINABAI BABU KUDAVKAR**, for proper premium of Rs. 7698.60/- (Rupees seven thousand six hundred sixty nine and sixty paise), for the purpose of Residential building thereof. After the payment of lease premium, the Corporation entered into the Agreement to Lease dated **24.1.2019** & the same document is duly stamped and registered at Joint **Sub Registrar Panvel -2, under Sr. No. 1028 & R. No. 1195 dt. 24.1.2019..**

The Corporation handed over the possession of the said plot to **1. MR. ASHOK HIRAJI KHARKAR 2. SMT. TARABAI CHINTAMAN KHARKAR, 3. MR. ANAND CHINTAMAN KHARKAR, 4. SMT. LAXMI CHINTAMAN KHARKAR, 5. SMT. DAMYANTI CHINTAMAN KHARKAR @ SNEHA SANTOSH GHARAT, 6. MR. MAHENDRA CHINTAMAN KHARKAR, 7. MR. DEEPAK CHINTAMAN KHARKAR, 8. SMT. SHARADA MOHAN KHARKAR, 9. SMT. SEEMA NARENDRA PATIL, 10. MR. RAVINDRA MOHAN KHARKAR, 11. MR. SAMIR MOHAN KHARKAR, 12. MR. SURESH GOPAL KHARKAR, 13. MR. PANDURANG GOPAL KHARKAR, 14. MR. CHANDRAKANT GOPAL KHARKAR, 15. MR. DATTATRAY GOPAL KHARKAR 16. SMT. ARUNA ANKUSH PATIL, 17. SMT. SUNANDA JANARDHAN KHARKAR, 18. MR. DHANESH JANARDHAN KHARKAR, 19. SMT. MAHADUBAI JOMA KHARKAR, 20. MR. DNYANESHWAR JOMA KHARKAR, 21. MR. NIVRUTTI JOMA KHARKAR, 22. SMT. RADHA @ RADHABAI JOMA KHARKAR 23. MR. PRATAP NARHARI PATIL, 24. MR. RATAN NARHARI PATIL, 25. SMT. HIRUBAI RAM KHARKAR 26. ROHIDAS RAM KHARKAR, 27. DAYANAND RAM KHARKAR, 28. MR. BHALCHANDRA HARI BHOIR, 29. MR. DAMODAR HARI BHOIR, 30. MR. DASHRATH HARI BHOIR, 31. SMT. MAINA @ MAINABAI BABU KUDAVKAR, ("THE ORIGINAL LICENSEE/S").**

AND WHEREAS vide a Tripartite Agreement dated **2ND May 2019** executed between the **CIDCO LTD.**, the Original licensees **1. MR. ASHOK HIRAJI KHARKAR 2. SMT. TARABAI CHINTAMAN KHARKAR, 3. MR. ANAND CHINTAMAN KHARKAR, 4. SMT. LAXMI CHINTAMAN KHARKAR, 5. SMT. DAMYANTI CHINTAMAN KHARKAR @ SNEHA SANTOSH GHARAT, 6. MR. MAHENDRA CHINTAMAN KHARKAR, 7. MR. DEEPAK CHINTAMAN KHARKAR, 8. SMT. SHARADA MOHAN KHARKAR, 9. SMT. SEEMA NARENDRA PATIL, 10. MR. RAVINDRA MOHAN KHARKAR, 11. MR. SAMIR MOHAN KHARKAR, 12. MR. SURESH GOPAL KHARKAR, 13. MR. PANDURANG GOPAL KHARKAR, 14. MR. CHANDRAKANT GOPAL KHARKAR, 15. MR. DATTATRAY GOPAL KHARKAR 16. SMT. ARUNA ANKUSH PATIL, 17. SMT. SUNANDA JANARDHAN KHARKAR, 18. MR. DHANESH JANARDHAN KHARKAR, 19. SMT. MAHADUBAI JOMA KHARKAR, 20. MR. DNYANESHWAR JOMA KHARKAR, 21. MR. NIVRUTTI JOMA KHARKAR, 22. SMT. RADHA @ RADHABAI JOMA KHARKAR 23. MR. PRATAP NARHARI PATIL, 24. MR. RATAN NARHARI PATIL, 25. SMT. HIRUBAI RAM KHARKAR 26. ROHIDAS RAM KHARKAR, 27. DAYANAND RAM KHARKAR, 28. MR. BHALCHANDRA HARI BHOIR, 29. MR. DAMODAR HARI BHOIR, 30. MR. DASHRATH HARI BHOIR, 31. SMT. MAINA @ MAINABAI BABU KUDAVKAR,**

& the New Licensees **1) M/S. SHREEYUT DEVELOPERS**, through its Partners 1) MR. GOVIND RUDA PATEL 2) MR. MANOHAR RAJARAM KUMBHAR & 3) MR. RAHUL SHYAM GUPTA **AND 2) M/S. VARNIRAJ GROUP**, through its partners 1) MR. NILESH HARAJI BHATESRA 2) MR. BHAVAN DEVJI HATHIYANI & 3) MR. RUPSHI RAGHAVJI BARSANIA. The same document is duly stamped and registered at Joint **Sub Registrar Panvel -2, under Serial No. 5276 and R. No. 6191 dated 2.5.2019**. The CIDCO leased the said Plot No. 196, Sector-23, Ulwe, Tal. Panvel, Dist. Raigad to **1) M/S. SHREEYUT DEVELOPERS**, through its Partners **1) MR. GOVIND RUDA PATEL 2) MR. MANOHAR RAJARAM KUMBHAR & 3) MR. RAHUL SHYAM GUPTA AND 2) M/S. VARNIRAJ GROUP**, through its partners **1) MR. NILESH HARAJI BHATESRA 2) MR. BHAVAN DEVJI HATHIYANI & 3) MR. RUPSHI RAGHAVJI BARSANIA** and issued final transfer and transferred the said plot in the name of **1) M/S. SHREEYUT DEVELOPERS**, through its Partners 1) MR. GOVIND RUDA PATEL 2) MR. MANOHAR RAJARAM KUMBHAR & 3) MR. RAHUL SHYAM GUPTA **AND 2) M/S. VARNIRAJ GROUP**, through its partners 1) MR. NILESH HARAJI BHATESRA 2) MR. BHAVAN DEVJI HATHIYANI & 3) MR. RUPSHI RAGHAVJI BARSANIA, **vide order No. CIDCO/ VASAHAT/12.5% /Ulwe/969/2019/4020 dated 13.5.2019**.

AND WHEREAS the CORPORATION has issued Development Permission and Commencement Certificate vide Ref. No. **CIDCO/BP-16915/TPO(NM & K)/2019/5856 DT. 24.10.2019**, to **M/S. SHREEYUT DEVELOPERS AND M/S. VARNIRAJ GROUP** for construction of building for residential Plus Commercial purpose on Plot No. 196, in Sector No. 23, at Ulwe, Taluka Panvel, Dist Raigad, admeasuring **549.90** Sq. Mtrs., Subject to the terms and conditions as set out therein, including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. Copy of the Commencement Certificate is annexed herewith as "**Annexure-A**".

And whereas the Promoters are entitled to construct the **residential cum commercial building project known as "NEELKANTH DEEP"** consisting of G + 6 (SIX) upper floors, comprising Flat/Shops and Other Units on the project land.

Pursuant to the resolution letter dated 11.12.2019 passed by the **M/S. VARNIRAJ GROUP** and **M/S. SHREEYUT DEVELOPERS** given exclusive right of selling the units of proportionate allotted to the Developer as per the resolution. i.e. **M/S. VARNIRAJ GROUP**, the allotted constructed units on the said building as per the sanctioned plan by the CIDCO and Promoter i.e. **M/S. VARNIRAJ GROUP**, receive all amount from such allotment from the prospective Purchaser/s . (The list of units thereof hereto annexed).

As per the resolution letter dated 11.12.2019, the Promoters have agreed to sale the allotted Flat and with the Consent of Confirming Party Developer has sale their holding premises of Flat/Shop No. _____ on the _____ floor of the said Building known as “**NEELKANTH DEEP**”, constructed on the said Property (hereinafter referred to as “the Said Premises”).

The Purchaser have negotiated with the Promoter for transfer and assignment of the benefits of the said Premises which were concluded between the Confirming Party and the Purchaser have agreed to pay to the Promoter an aggregate amount of Rs. _____/- (Rupees _____ only) the Promoters in full and final settlement. The amount paid to the Promoter shall now be treated as amount paid by the Purchaser as full consideration in respect of the said Premises.

Under the circumstances stated hereinabove, the Purchaser have requested the Promoters and the Confirming Party to execute this Agreement for allotment of the said Premises directly in favour of the Purchaser, which the Promoters and the Confirming Party have agreed to do, relying upon the said representations and declaration and agreed to join these presents as a Confirming Party.

And Whereas the Promoters **M/S. VARNIRAJ GROUP** and **M/S. SHREEYUT DEVELOPERS** vide Tripartite Agreement dated **2ND May 2019**, have distributed the Flats/ Shop in the Building called as “**NEELKANTH DEEP**” IN THE RATIO OF **5:5 i.e. (50%-50%)**, as enlisted herein below:

Flat Distribution List

M/S. VARNIRAJ GROUP	M/S. SHREEYUT DEVELOPERS
Flat / Shop No.	Flat/ Shop No.
Shop No. 1 & 2	Shop No. 3
Flat No. 101	Flat No. 102
Flat No. 103	Flat No. 104
Flat No. 201	Flat No. 202
Flat No. 204	Flat No. 203
Flat No. 301	Flat No. 303
Flat No. 302	Flat No. 304
Flat No. 403	Flat No. 401
Flat No. 404	Flat No. 402
Flat No. 502	Flat No. 501
Flat No. 503	Flat No. 504
Flat No. 601	Flat No. 602
Flat No. 604	Flat No. 603

And whereas the Allottee(s) is/are offered a Flat/Shop bearing number _____ on the _____ (_____) Floor, (hereinafter referred to as “the said Flat/Shop”) of the Building called “**NEELKANTH DEEP** ” (hereinafter referred to as “**The Said Building**”) constructed of the said project, by the Promoters.

And whereas the Promoters had entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

And whereas the Promoters had appointed a structural Engineer MR. B.S.sukthankar and associates, for the preparation of the structural design and drawings of the buildings and accepted the professional supervision of the Architect and the structural Engineer till the completion of the building(s).

And whereas by virtue of the aforesaid Agreements, the Promoters have sole and exclusive right to sell the Flat/Shops and Other Units in the building(s) constructed by the Promoters on the project land and to enter into Agreement(s) with the Allottee(s) of the said Flat/Shops and Other Units therein and to receive the sale price in respect thereof.

And whereas on demand from the allottee(s), the Promoters have given inspection to the Allottee(s) of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **MR. ATUL PATEL**, Kharghar, and of such other documents as are specified under the **Real Estate (Regulation and Development) Act 2016** (hereinafter referred to as "the said Act") and the Rules and Regulations made there under.

And whereas the authenticated copy of Certificate of Title issued by the **CHIRAG ASHWIN THAKKAR**, advocate of the Promoters, showing the nature of the title of the Promoters to the project land on which the Flat/Shops and/or Other Units are to be constructed have been annexed hereto and marked as "**Annexure-B**".

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as "**Annexure-C**".

AND WHEREAS the authenticated copies of the plans and specifications of the Flat/Shop agreed to be purchased by the Allottee (s), as sanctioned and approved by the local authority have been annexed and marked as "**Annexure-D**".

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS 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 Promoters while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoters have accordingly commenced/ to be commenced construction of the said building/s in accordance with the said proposed plans.

And whereas the Allottee(s) have applied to the Promoters for allotment of a Flat/Shop bearing number _____ in on the _____ Floor in building known as "**NEELKANTH DEEP**" being constructed of the said Project.

And whereas the carpet area of the said Flat/Shop is _____ Sq. Mts. and "Carpet Area" means the net usable floor area of Flat/Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony area of _____ Sq. Mts. appurtenant to the said Flat/Shop for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area of _____ Sq. Mts. appurtenant to the said Flat/Shop for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Flat/Shop.

And whereas the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereafter.

And whereas prior to the execution of these presents, the Allottee(s) has/ have paid to the Promoters a sum of **Rs. _____ /- (Rupees _____ Only)**, being part payment of the sale consideration of the Flat/Shop and/or Other Units agreed to be sold by the Promoters to the Allottee(s) as advance payment or application fee (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee(s) have agree(s) to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ no. _____; the authenticated copy of the Certificate is annexed herewith as "**Annexure E**".

And whereas under Section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Flat/Shop with the Allottee(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee(s) hereby agree(s) to purchase the said Flat/Shop.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1) The Promoters constructed the said building project to be known as **"NEELKANTH DEEP"** consisting of G + 6 (Six) upper floors comprising Flat/Shops and other units on the project land in accordance with the plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the Allottee(s) with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned authority/Government to be made in any of the Premises, provided that the Promoters shall have to obtain prior consent in writing of the Allottee(s) in respect of such variations or modifications which may adversely affect the Flat/Shop of the Allottee(s) except any alteration or addition required by any Government authorities or due to change in law.

- a) i) The Allottee(s) hereby agree(s) to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee(s) the said **Flat/Shop bearing No. _____, admeasuring _____ Sq. Mts. carpet area on the _____ Floor in building known as "NEELKANTH DEEP"** hereinafter referred to as **"THE SAID FLAT/SHOP"**, more particularly described in the **"Second Schedule"** hereunder written and as shown on the floor plan thereof hereto annexed and marked as **"Annexure-C" for a lump sum price of Rs. _____ /- (Rupees _____ Only)** being and inclusive of

the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule written hereunder and the said amount of consideration shall be paid by the Purchaser to the Promoters herein in the manner hereinafter mentioned. The fixture and fittings with regards to flooring and sanitary fittings and amenities to be provided by the Promoters in the Flat/Shop and the said building are those that are set out in the **“Third Schedule”** mentioned hereunder.

b) The Allottee(s) have paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) as advance payment or application fee and hereby agree(s) to pay to the Promoters the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner:-

Rs. _____/-	10% Booking
Rs. _____/-	10% Commencement of Plinth.
Rs. _____/-	10% Commencement of 1st slab.
Rs. _____/-	10% Commencement of 2nd slab.
Rs. _____/-	10% Commencement of 3rd Slab
Rs. _____/-	10% Commencement of 4th slab.
Rs. _____/-	10% Commencement of 5 th slab
Rs. _____/-	10% Commencement of 6 th slab
Rs. _____/-	5% Commencement of 7 th slab
Rs. _____/-	5% Commencement of brick work & plastering.
Rs. _____/-	5% Commencement of Tiling & Painting.
Rs. _____/-	5% On Possession upon receipt of Occupancy Certificate

c) The Total Purchase Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Flat/Shop.

d) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee (s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/ order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.

e) The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee(s) by discounting such early payments as mutual understanding by both Parties per annum for the period by which the respective instalment has been prepared. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoters.

f) The Promoters shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Buildings are 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 Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee(s) within 45 (Forty Five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand additional amount from the Allottee(s) 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 1(a) of this Agreement.

g) The Allottee(s) authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in its sole discretion deem fit and the Allottee(s) undertake not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.

2) a) The Promoters hereby agree 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 possession of the Flat/Shop to the Allottee(s), obtain from the concerned local authority Occupation and/or Completion Certificates in respect of the said Flat/Shop.

b) Time is essence for the Promoters as well as the Allottee(s). The Promoters shall abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee's and the common areas to the association of the allottee's after receiving the Occupancy Certificate or the completion certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promotes as provided in clause 1 (c) herein above ("Payment Plan").

3) The Promoters hereby declare that the Floor Space Index available as on date in respect of the project land is **549.90** Sq. Mtrs. Only (i.e. FSI Consumed _____ Sq. Mts. & the pending FSI to be consumed in future _____ Sq. Mts.). The Promoters have disclosed the Floor Space Index of 1.4 as proposed to be utilized by him on the project land in the said Project and Allottee(s) have agreed to purchase the said Flat/Shop based on the proposed construction and sale of Flat/Shop to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

4) a) If the Promoters fail to abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee(s) the Promoters agree to pay to the Allottee(s) who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee(s) for every month of delay, till the handing over of the possession. The Allottee(s) agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee(s) to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

b) Without prejudice to the right of Promoters to charge interest in terms of sub clause 4(a) above, on the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) to the Promoters under this b) Agreement (including his/her/them proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee(s) committing 3 (Three) defaults of payment of instalments, the Promoters shall at his own option, may terminate this Agreement: Provided that, Promoters shall give notice of 15 (Fifteen) days in writing to the Allottee(s) by Registered Post AD at the address provided by the Allottee(s) and mail at the e-mail address provided by the Allottee(s) 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. If the Allottee(s) fail(s) to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement; provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee(s) (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the instalments of sale consideration of the Flat/Shop which may till then have been paid by the Allottee(s) to the Promoters.

5) The fixture and fittings with regards to flooring and sanitary fittings and amenities to be provided by the Promoters in the Flat/Shop and the said building are those that are set out in the “**Third Schedule**” mentioned hereunder.

6) **The Promoters shall give possession of the Flat/ Shop to the Allottee(s) on or before April 2022.** If the Promoters fail or neglect to give possession of the Flat/ Shop to the Allottee(s) on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee(s) the amounts already received by them in respect of the Flat/ Shop with interest at the same rate as may mentioned in the clause 5(a) herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Flat/ Shop on the aforesaid date, if the completion of building in which the Flat/Shop is to be situated is delayed on account of:-

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) Circumstances beyond the control of the Promoters.

7) a) The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee(s) as per the agreement shall offer in writing the possession of the Flat/Shop to the Allottee(s) in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Promoters shall give possession of the Flat/ Shop to the Allottee(s). The Promoters agree and undertake to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottee(s) as the case may be. The Promoters on its behalf shall offer the possession to the Allottee(s) in writing within 7 (Seven) days of receiving the occupancy certificate of the Project.

b) The Allottee(s) shall take possession of the Flat/Shop within 15 (Fifteen) of the written notice from the Promoters to the Allottee(s) intimating that the said Flat/Shop are ready for use and occupancy:

c) Upon receiving a written intimation from the Promoters as per clause 7, the Allottee(s) shall take possession of the Flat/Shop from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Flat/Shop to the Allottee(s). In case the Allottee(s) fail to take possession within the time provided in clause 7 such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

d) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, 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 defect in the manner as provided under the Act. This warranty is applicable only if after occupying the apartment the allottee shall maintain the apartment in the same condition as it was handed over to him by the promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, enclosing balconies, flower bed, extending rooms, changing flooring, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damaging the columns and / or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and / or society or association / company. Further, in the following cases where the allottee (i) installs air-conditioners on the external walls haphazardly which may destabilise the structure (ii) Allottee and/ or its tenants load heavy luggage in the lift, (iii) damage any portion of the neighbour's Apartment, or common area by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoters shall not be invocable.

8) The Allottee(s) shall use the Flat/Shop or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking his own vehicle.

9) The Allottee along with other Allottees of Apartment 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 Promoter 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 fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation 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.

10) a) The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/ Lessor/ Original Owner/ Promoter and/ or the owners in the said structure of the Building or wing in which the said Apartment is situated.

b) The Promoter shall, within three months of registration of the Federation/ apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/ Apex body all the right, title and the interest of the Vendor/ Lessor/ Original Owner/ Promoter and/ or the owners in the project land on which the building with multiple wings or building are constructed.

c) Within 15 (Fifteen) days after notice in writing is given by the Promoters to the Allottee(s) that the Flat/Shop is ready for use and occupancy, the Allottee(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Shop) 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 is transferred to it, the Allottee(s) shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee(s) further agree that till the Allottee's share is so determined the Allottee(s) shall pay to the Promoters provisional monthly contribution of Rs. _____/- (Rupees _____ Only) per month towards the outgoings. The amounts so paid by the Allottee(s) to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

11) 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 Promoter, the Allottees' 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 Promoter, the Allottees' 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.

- 12) The Promoters hereby represents and warrants to the Allottee(s) as follows:
- a) The Promoters are having clear and Marketable title and free from all encumbrances, mortgages, charges and/or claims, and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
 - b) The Promoters 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;
 - c) There are no encumbrances upon the project land or the Project;
 - d) There are no litigations pending before any Court of law with respect to the project land or Project;
 - e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the 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 and common areas;
 - f) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
 - g) The Promoters have not entered into any agreement for sale or any other agreement / arrangement with any person or party with respect to the project and the said Flat/Shop which will, in any manner, affect the rights of Allottee(s) under this Agreement;

h) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Flat/Shop to the Allottee(s) in the manner contemplated in this Agreement;

i) At the time of execution of the conveyance deed of the structure to the association of Allottee(s) the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee(s);

j) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

k) 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.

13) The Allottee(s) for himself/herself/themselves with intention to bind himself/herself/themselves and all persons into whomsoever hand the said Flat/Shop may come, doth hereby covenant with the Promoters(s) as follows:-

a) To maintain the Flat/Shop at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop 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/Shop is situated and the Flat/Shop itself or any part thereof without the consent of the local authorities, if required.

b) Not to store in the Flat/Shop 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/Shop 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/Shop is situated, including entrances of the building in which the Flat/Shop is situated and in case any damage is caused to the building in which the Flat/Shop is situated or the Flat/Shop 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 own cost all internal repairs to the said Flat/Shop and maintain the Flat/Shop 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/Shop is situated or the Flat/Shop 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 authority and/or other public authority.

d) Not to demolish or cause to be demolished the 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 Flat/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Shop without the prior written permission of the Promoters and/or the Society or the Limited Company.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the project land and the building in which the Flat/Shop is situated.
- g) Pay to the Promoters within 15 (Fifteen) days of demand by the Promoter, his 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/Shop is situated.
- 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 Flat/Shop by the Allottee(s) for any purposes other than for purpose for which it is sold.
- i) The Allottee(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Shop until all the dues payable by the Allottee(s) to the Promoter under this Agreement are fully paid up.
- j) 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 Apartment 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 Apartment 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) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter 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.
 - l) Not to change the position of the sliding windows provided by the Promoters in the Flat/Shop by the Flat/Shop Allottee(s) and not to change the shape and size of the door frames and French doors and sliding windows section and elevation thereof in the said Flat/Shop.
 - m) Not to do or permit to be done any act or things which may render void or violable any insurance of the said property and the said building or any part thereof or whereby any increased premium become payable in respect of such insurances.
- 14) The Promoters shall maintain separate account in respect of the sums received by the Promoters from the Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or limited company or any other legal body to be formed or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.
- 15) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment 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 Promoter until the said structure of the building is transferred to the Society/ Limited Company or other body and until the project land is transferred to the Apex Body/ Federation as herein before mentioned.

16) After the Promoters execute this Agreement for sale, they 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(s) who has\have taken or agreed to take such Flat/Shop.

17) Over and above the consideration and other amounts payable by the Allottee, the Allottee hereby agree 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 in the event of any other payment for a similar nature becoming payable in respect of the said Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Promoter, however, the same would be reimbursed by the Allottee to the Promoter in proportion of the area of the said Apartment to the total area of all the premises being constructed as a part of the Proposed Building on the said Property.

18) The Allottee is/are further made aware that potable water supply is provided by the NMMC 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 Promoter has 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.

19) It is also agreed and understood that the Promoter shall only pay proportionate charges towards Property tax, Service Charges, Sinking Fund, Insurance Charges, NA Tax, Lease Rent as per actuals for Apartment lying vacant, & unsold Apartment in the said Building. However the promoter shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintainance of the lifts including charges for running the lifts, car parking, non occupancy charges or any other charges. However if the promoter gives the apartment on lease he shall pay all the proportionate charges as paid by all other apartment allottees.

20) Further the Promoter and the Allottee agree that the Promoter 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.

21) The Allottee is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Promoter has/have agreed to and is/are executing this Agreement and Allottee hereby agree/s to indemnify and keep indemnified the Promoter absolutely and forever from and against all and any damage or loss that may be caused to the Promoter 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 Promoter, 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 Promoter entering in to this Agreement and/or any other present/future writings with the Allottee and/or arising there from.

22) If the Allottee, before being put in possession of the said Apartment, desire/s to sell or transfer his/her/their interest in the said Apartment 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 Promoter on their behalf. In the event of the Promoter granting such consent, the Allottee shall be liable to and shall pay 5% of the aggregate consideration to the Promoter such sums as the Promoter 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/assignee/s of the Allottee shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee to be observed, 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.

23) 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 Apartment may come.

24) Notwithstanding anything contained herein, the Promoter 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 Apartment agreed to be purchased by the Allottee hereunder.

25) Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or forbearance on their part or giving extensions of time by the Promoters to the Allottee(s) for payment of purchase price in installments or otherwise shall not be construed as a waiver on the part of the Promoters of any breach of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Promoters.

26) The Promoters shall not be liable for any loss, damage or delay due to Maharashtra State Electricity Distribution Co. Ltd. causing delay in sanctioning and supplying electricity or due to the Local authority concerned causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the said premises.

27) On getting the Occupancy Certificate, the Promoters shall be at liberty to handover possession of the said Premises to the Allottee(s) even though permanent electricity and water connections are not sanctioned by the respective authorities. The Allottee(s) shall not be entitled to make any claim/demand on the Promoters for the delay in getting the permanent electric and water connections. On the Promoters offering possession of the said Premises to the Allottee(s), the Allottee(s) shall be liable to bear and pay his/her/their proportionate share in the consumption of electricity and water.

28) The Allottee(s) shall have no claim save and except in respect of the particular Premises hereby agreed to be acquired i.e. to any open spaces etc. which will remain the property of the Promoters until the whole property is transferred to the proposed co-operative society or a limited company or any other legal body as the case may be subject however to such conditions and covenants as the Promoters may impose.

29) It is agreed that if one or more of such Flat/Shop are not taken/ purchased or occupied by any person other than the Promoters at the time the Building is ready for part occupation/occupation, the Promoters will be deemed to be the Owners thereof until such Flat/Shops are agreed to be sold by the Promoters. The Allottee(s) shall from date of possession maintain the said Flat/Shops at his/her/their own cost in a good and tenantable condition and shall not do or suffer to be done anything to the said building or the said Flat/Shops, staircase and common passages which may be against the rules or bye-laws of the concerned authorities or of the Promoters or the co-operative society or limited company or such other legal body as the case may be. No structural/ architectural alteration/modification or changes shall be carried out by the Allottee(s) to the Flat/Shop. The Allottee(s) shall be responsible for breach of any rules and regulations as aforesaid.

30) So long as each Allottee(s) in the said building shall not be separately assessed, the Allottee(s) shall pay proportionate part of the assessments, taxes, cess etc. in respect of the co-operative society or limited company or a legal body as the case may be whose decision shall be final and binding upon the Allottee(s).

31) It is expressly agreed and confirmed by the Allottee(s) that the terraces which are attached to the respective Flat/Shop will be in exclusive possession of the said Allottee(s) of the said Flat/Shop and other Allottee(s) will not in any manner object to the Promoters selling the Flat/Shop with an attached terrace with exclusive rights of the said Allottee(s) to use the said terrace subject to rules and regulations of the competent authority.

32) The Allottee(s) shall maintain at his/her/their own cost the said Flat/Shop agreed to be purchased by him/her/them in the same condition, state and Order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government of Maharashtra, M.S.E.D. Co. Ltd., and any other Authorities and local bodies and shall attend to, answer and be responsible for all actions and violations of any of the conditions, rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.

33) The Allottee(s) hereby agree(s) to pay to the Promoters the Stamp Duty and Registration Charges pertaining to this Agreement and also to bear and pay his/her/their proportionate contribution towards the stamp duty and registration charges that may have to be paid in respect of the Conveyance Deed to be executed by the Promoters in favour of the co-operative society or limited company or any other legal body as may be formed by the Allottee(s) of the premises in the said Building.

34) The Allottee(s) hereby covenant(s) to keep the premises, walls, sewerage or drainage pipes and appurtenances thereon in good condition and in particular so as to support shelter and protect the parts of the building other than his/her/their own premises.

35) The Allottee(s) shall at no time demand partition of his/her/their interest of their premises in the building. It is being hereby agreed and declared by the parties that the interest in the said building is impartible and it is agreed by the Allottee(s) that the Promoters shall not be liable to execute any document for that purpose in respect of the said premises in favour of the Allottee(s).

36) The Allottee(s) undertake(s) to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority or Government or other public authority. The Allottee(s) agree(s) and confirm(s) that the Promoters shall not be liable to pay any maintenance or common expenses or outgoings in respect or the unsold Flat/Shops in the said building. The Promoters shall, however, pay the municipal tax/cess payable to the concerned authority in respect of such unsold Flat/Shops.

37) The Promoters shall not be bound to carry out any extra additional work for the Allottee(s) without there being a written acceptance by the Promoters to carry out the said additional extra work for the Allottee(s) which again shall be at the sole discretion of the Promoters. If the Promoters have agreed to do any additional extra work for the Allottee(s), the Allottee(s) shall deposit the amount within 7 (Seven) days from the date when the Promoters inform the Allottee(s) the estimated cost for carrying out the said additional extra work. If the Allottee(s) fail(s) to deposit the estimated cost for carrying out the said additional extra work of the Allottee(s) agreed to be carried out by the Promoters, then the Promoters shall not be liable to carry out the additional/extra work in the premises of the Allottee(s).

38) The Allottee(s) undertake(s) to pay any Deposits, Insurance, Tax, Charges, Levies, Penalties, Cess, Service Tax, VAT Charges, GST etc. of whatsoever nature imposed by any Government or Local Authorities and any increase thereof in aforesaid taxes and charges. The Allottee(s) further undertake(s) to pay GST which may be imposed by the Government authorities as and when levied.

39) The Allottee(s) and the persons to whom the said Flat/ Shop is permitted to be transferred with the written consent of the Promoters, shall observe and perform byelaws and/ or the rules and regulations of the co-operative society or other organization, as and when registered and the additions, alterations or amendments thereof and shall also observe and carry out the building rules and regulations and the bye-laws of the competent authority. The Allottee(s) and persons to whom the said Flat/ Shop is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such co-operative society or other organization, regarding the occupation and use of the said Flat/ Shop and the said property and shall pay and contribute regularly and punctually towards rates, cess, taxes and/or expenses and all other outgoings.

40) The said buildings project shall always be known as **"NEELKANTH DEEP"**. The name of the co-operative society or limited company or other legal body to be formed, may bear the same name. The name of the building however shall not be changed under any circumstances.

41) Forwarding this Agreement to the Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee(s)

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(s) for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

42) This Agreement, along with its 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/building, as the case may be.

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

44) 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 Allottee(s) of the Flat/Shop, in case of a transfer, as the said obligations go along with the Flat/Shop for all intents and purposes.

45) 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.

46) Wherever in this Agreement it is stipulated that the Allottee(s) has/have to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat/Shop to the total carpet area of all the Flat/Shop in the Project.

47) 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.

48) The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee(s), in Panvel after the Agreement is duly executed by the Allottee(s) and the Promoters 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 Panvel.

49) The Allottee(s) and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

50) That all notices to be served on the Allottee(s) and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoters by Registered Post A.D and notified Email ID at their respective addresses specified:

Notified Email ID: _____

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

51) That in case there are Joint Allottees(s) all communications shall be sent by the Promoters to the Allottee(s) 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(s).

52) The charges towards stamp duty and Registration of this Agreement for sale shall be borne and paid by the Allottee(s) only.

53) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

54) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Panvel courts only will have the jurisdiction for this Agreement.

FIRST SCHEDULE HEREIN BELOW REFERRED TO DESCRIPTION OF THE FREE HOLD/LEASEHOLD LAND AND ALL OTHER DETAILS

ALL THAT piece or parcel of land known as Plot No. 196, admeasuring about 549.90 Sq. Mtrs, Sector-23, Ulwe, allotted under 12.5% Gaothan Expansion Scheme within the jurisdiction of Registration Tal. Panvel & Dist. Raigad., and Bounded as under :

Towards the North by : Prop 15 Mtrs Vide Road

Towards the South by : Plot No. 198F

Toward the East by : Plot No. 195

Towards the West by : Plot No. 197

SCHEDULE OF THE SAID FLAT/SHOP

Flat No. ____ on the ____ Floor, admeasuring about ____ Sq. Mtrs Carpet area of Flat & C.B/ENCL.BAL/S.S./NATRUAL TERRACE/PROJECTED AREA/ F.B Area, is ____ Sq. Mtrs. in the Building to be always known as “NEELKHANT DEEP” to be constructed on Plot No. 196, Sector-23, Ulwe, Panvel, District–Raigad, allotted under 12.5% Gaothan Expansion Scheme.

IN WITNESSESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND
SUBSCRIBED THEIR RESPECTIVE SIGNATURES AND SEAL THE DAY AND YEAR
FIRST HEREINABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

by the Within named **PROMOTERS**
M/S. VARNIRAJ GROUP
Through its Partner

PAN NO. AAOFV6275C

- 1.
- 2.

SIGNED, SEALED & DELIVERED

by the within named **CONFIRMING PARTY**
M/S. SHREEYUT DEVELOPERS
Through its Partner

PAN NO. ADOFS0189F

- 1.
- 2.

SIGNED, SEALED & DELIVERED

by the within named **ALLOTTEE/S**

1) _____

PAN NO. _____

2) _____

PAN NO. _____

in the presence of

- 1.
- 2.

RECEIPT

Received of and from the within named Allottee(s) the day and the year first herein above written the sum of Rs. _____/- (Rupees _____
_____ Only) being part/full payment of the consideration as per the following details:

Date	Cash/Cheque/DD /PO/RTGS No.	Bank & Branch	Amount in INR
Total- (Rupees _____ _____ Only).			

WE SAY RECEIVED,
Rs. _____/-

for M/S. VARNIRAJ GROUP
(Partner)

THIRD SCHEDULE

LIST OF AMENITIES

Flooring

- 24 X 24 Vitrified flooring in all rooms.

Kitchen

- Granite kitchen platform with S.S. Sink
- Wall Tiles dado up to beam level

Doors

- Decorative Laminated Flush Main doors with wooden frame
- Decorative Laminated flush Internal doors
- Good quality brass Fixture & Fittings
- Decorative laminated Flush Bath & WC doors

With Marble Moulding frame

Bath & WC

- Designer glazed tiles dado upto beam bottom
- Branded sanitary wares
- Concealed Plumbing with premium quality C.P. fitting

Electrification

- Concealed Brand copper wiring & fittings
- Provision of cable TV, Telephone in living & Bedrooms
- AC point provision in Bedrooms

Windows

- Powder Coated Sliding windows with Granite Frame
- Powder Coated glass Louvered window in Toilets

Walls & Paints

- Emulsion paint on internal walls
- Acrylic/ Sandtex matt paint on external walls

Water Tank

- Under Ground and overhead water tank with adequate water storage capacity

Terrace

- Special Brickbat water proofing treatment

ALLOTMENT LETTER

To,

Sub: Allotment of the Flat/Shop/Office No. in the residential cum commercial building “NEELKANT DEEP” being constructed on Plot No. 196 containing by admeasurement an area of **549.90 Sq. Mtrs**, lying, being and situate at **Sector-23, Ulwe, Navi Mumbai** and delivery of duly executed Agreement For Sale for the payment of stamp duty and lodging of registration thereof.

Dear Sir/Madam,

This is to place on record that you have approached us to purchase a Flat/Shop/Office in our project christened as “NEELKANT DEEP” being constructed on Plot No. 196 lying being and situate at Sector-23, ULWE, Navi Mumbai (hereinafter called as ‘the Project’). After confabulations, deliberations and negotiations, you agreed to acquire a Flat/Shop/Office bearing No. onFloor (the said Flat/Shop/Office) in the project for a lump-sum consideration of Rs...../- (Rupeesonly).

The price of the Flat/Shop/Office has been reckoned on the basis of the carpet area only which is square mtrs. The Schedule of the payment is set out in the Agreement For Sale adverted to in the succeeding para.

1. You have thus agreed to purchase and acquire and we have agreed to sell the said Flat/Shop/Office on the terms and conditions more particularly set out in the Agreement for Sale which we have executed with you and handed over the same to you for the payment of Stamp Duty and lodging the same for registration. A copy of the said Agreement is annexed hereto and marked

“Annexure-1” for the purpose of record. This is to further place on record that you have gone through the accompanying Agreement and acquainted yourself with our title to the land.

2. You have also taken inspections of the documents, title deeds, approved plans, C.C. etc. which are specifically recited in the Agreement For Sale being **Annexure “1”** hereto. You have thus agreed to purchase the said Flat/Shop/Office on being fully satisfied with our title
3. You are therefore requested to pay the Stamp Duty and lodge the original Agreement for Sale for registration. On getting intimation of the lodging of the said agreement with the Sub-Registrar’s Office, we will duly admit the execution thereof.
4. Please be informed that the payment of the installments of the agreed consideration strictly in accordance with the Schedule of Payment set out in the Agreement for Sale is the essence of the contract and any default by you in paying the installments as per the time-line shall be at the pain of the cancellation/revocation of the concluded agreement.

Yours faithfully,

For **M/S. VARNIRAJ GROUP**

Accepted

I/We Confirm and

Partners

Purchaser

Enclosure: Original Agreement for Sale duly executed by us as the ‘Promoter’ and you as the ‘Purchaser’.