

### **AGREEMENT**

This Agreement made at Mumbai, this \_\_\_\_\_ day of \_\_\_\_\_  
in the year Two Thousand and \_\_\_\_\_ between **M/s. NEMINATH  
HOMES PRIVATE LIMITED** having office address at 115, Development Credit  
Bank Ltd; Crawford Market, Mumbai 400 001 hereinafter referred to as "the  
Promoter" of the One Part

### **AND**

Mr./Mrs./M/s. \_\_\_\_\_  
\_\_\_\_\_ having  
address at \_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as " the Allottee" ( Purchaser/s ) of the Other Part.

**WHEREAS** VERSOVA ANDHERI SAHANIWAS CHS LTD & VERSOVA  
ANDHERI PRABHAT CHS LTD is an allottee of Plot No. 71 & 72 respectively  
allotted by the Maharashtra Housing And Area Development Authority  
contributed under Bombay Housing Board Act, 1976.

**AND WHEREAS** the said cooperative Housing Society decided to redevelop the said Plot of Land.

**AND WHEREAS** 28 original allottee (members) were declared eligible to hold cluster plots under the World Bank Project Scheme at Andheri-Versova of Maharashtra Housing and Area Development Authority hereinafter referred to as the MHADA.

**AND WHEREAS** all the 28 original eligible allottee formed and registered their Cooperative Housing Society, being Versova-Andheri Sahniwas Co-operative Housing Society Limited, under registration No.BOM(W-K-West) HSG (TO)7284/1992/93 Dated 23/3/1993 and registration certificate to that effect has been issued by Assistant Registrar of Cooperative Societies/ cooperative cell WBP (MHADA) Mumbai. The said Society is hereinafter referred to as the First Society.

**AND WHEREAS** another group of 31 original allottee(members) were declared eligible to hold cluster plots under the World Bank Project Scheme at Andheri-Versova of Maharashtra Housing and Area Development Authority hereinafter referred to as the MHADA.

**AND WHEREAS** all the 31 original allottee formed and registered their Cooperative Housing Society, being Versova-Andheri Prabhat Co-operative Housing Society Limited, under registration No.BOM(MHADA)HSG(TO)7327 of 1992/93 Dated 8/4/1993 and registration certificate to that effect has been issued by Assistant Registrar of Cooperative Societies/Co-operative cell WBP(MHADA) Mumbai. The said Society is hereinafter referred to as the Second Society.

**AND WHEREAS** thereafter the MHADA and the First Society entered into Lease Deed on 7<sup>th</sup> Day of September, 1993 whereby the MHADA leased the plot of

land being Cluster Plot No. CD-71, RSC- 23, S.No.120 at Versova, Andheri (W), District Mumbai 400 053 to the Society for the period of 90 (Ninety) years from 7<sup>th</sup> Day of September, 1993 for construction thereon (25+3) 28Core Houses for its 28 members. The MHADA divided the said cluster plot into 25+3 developed sub-plots and provided necessary common facilities.

**AND WHEREAS** thereafter the MHADA and the Second Society entered into Lease Deed on 15<sup>th</sup> Day of October, 1993 whereby the MHADA leased the plot of land being Cluster Plot No. CD-72, RSC- 25, S.No.120 at Versova, Andheri (W), District Mumbai 400 053 to the Society for the period of 90 (Ninety) years from 15<sup>th</sup> Day of October, 1993 for construction thereon (25+6) 31Core Houses for its 31 members. The MHADA divided the said cluster plot into 25+6 developed sub-plots and provided necessary common facilities.

**AND WHEREAS** The Chairman, Secretary and one of the member of the committee signed the above Lease Agreements respectively for Versova-Andheri Sahniwas Co-operative Housing Society Limited and Versova-Andheri Prabhat Co-operative Housing Society Limited

**AND WHEREAS** all the members of the respective societies contributed for construction of their respective core houses on their respective plots as per the allotment of respective Sub-Cluster plots and the respective Societies constructed the core Houses and handed the possession to the respective members of the respective Societies.

**AND WHEREAS** under Development Control Regulation 1991 it is possible to demolish the existing tenements and by purchasing TDR, additional F.S.I. from MHADA to reconstruct the buildings on the said pieces of land.

**AND WHEREAS** the area of the plot of first society as per the lease Deed is

1205.344 sq. meters and the area of the plot of second society as per the Lease Deed is 1314.57 sq. meters and both the plots are adjacent to each other. Both the plots their CTS No. 1374/B/179 and 1374/B/171 respectively.

**AND WHEREAS** in its Special General Body meeting held on 1-2-2009 of both the Societies, it was unanimously decided and resolved by all the members present to appoint M/S ORBIT HEIGHT PVT LTD a company registered under the provision of the Company Act, 1956 having its office at 115, 4<sup>th</sup> floor, Development Credit Bank Building, Crawford Market, Mumbai 400 001, hereinafter referred to as the original Promoter, as societies' Promoter for redeveloping the Societies' property. Accordingly the Development Agreement between the Original Promoter and the First Society, was executed on 20<sup>th</sup> day of September, 2009 and was registered with Sub-Registrar of Assurances, Andheri-2, Mumbai Suburban District under registration No. as BDR-4-00276 of 2010 on 9/2/2010. Similarly Development Agreement between the Original Promoter and the Second Society was executed on 20<sup>th</sup> day September, 2009 and was registered with Sub-Registrar of Assurances, Andheri-2, Mumbai Suburban District under registration No. as BDR-4/222 of 2010 of 6/1/2010.

**AND WHEREAS** it was also decided that in return, for construction of Buildings for the original 28 & 31 members of the First Society and the Second Society respectively free of cost, the Original Promoter be granted the right to bring in and utilized TDR/FSI and sell the additional flats in the market and appropriate the sale proceeds unto themselves.

**AND WHEREAS** the object of the both the Societies First and Second, was that the development of their respective plots, 71 and 72 to be developed jointly and the members of both the Societies be provided with permanent alternative accommodation to the existing members be provided either on plot No.71 or plot No.72 and such provision is incorporated in the Development Agreements

of both the Societies,.

**AND WHEREAS** both Authorities i.e. MHADA and the MCGM had consented to amalgamate both the plots and develop as one Plot with all the benefits and construct two buildings jointly each other i.e. Building No. 1 and 2, actually having two wings A & B with Common Podium.

**AND WHEREAS** with the belief that both the Societies would be entitled to 2.5 times FSI each of the said plots, the society agreed to grant development Rights to the Original Promoter under independent Development Agreements and that the Original Promoter shall be entitled to maximum FSI including Premium / TDR/ FSI of 2.5 of lay out for the construction of the new buildings on the said Plots. The Original Promoter has further made clear to the Societies that the new buildings shall have further additional area to be constructed in lieu of stair case, Lift-wells and other common amenity area of the said new buildings whether on payments of premium to MCGM or otherwise including permissible area.

**AND WHEREAS** it was agreed by the Original Promoter and the Society, therein referred to as the “Promoter” and “the Society” respectively in the said Development Agreement i.e. for First and the Second Society executed between themselves and the members and the Managing Committee and the Promoter on 20<sup>th</sup> September, 2009 that the Original Promoter therein and herein shall construct a new building on the said plots and the Society shall retain 28 and 31 flats respectively for their original members as per the areas of each flats agreed by the Original Promoter as “the Members Premises” and the Original Promoter alone shall be entitled to sell the balance flats, called the “Promoters Premises” on ownership basis and receive the sale proceeds in their name and appropriate it by themselves.

**AND WHEREAS** both the Societies and all members have agreed with the

Original Promoter that they shall amalgamate their Societies and develop both properties together.

**AND WHEREAS** both the Societies i.e. Versova Andheri Sahniwas Co-operative Housing Society Limited and Versova Andheri Prabhat Co-operative Housing Society Limited, granted the Development rights in respect of their respective properties more specifically described in the schedule herein under mentioned to and in favour of the Original Promoter by utilizing the basic FSI and premium/ TDR, FSI up to the maximum of the share of the FSI of the Society i.e.2.5 FSI of the layout.

**AND WHEREAS** the Vice President, MHADA has approved the proposal dated 6/12/2008 of the architect of both the Societies, M/s Ellora Project Consultant vide Resolution No. 6260 and 6397 approved the proposed amalgamation and develop jointly the Plot No.71 and 72.

**AND WHEREAS** the Original Promoter has agreed to make available for the members of the first Society 28 flats and 31 flats for Second Society each admeasuring 650 sq. ft. Carpet area and respectively 3 and 6 shops each admeasuring 150 sq. ft. Carpet area.

**AND WHEREAS** it was agreed by and between the Original Promoter and the First Society and the Second Society that the Original Promoter shall, at their own costs and expenses purchase and acquire FSI by payment of premium to the appropriate Authority and obtain FSI/TDR, for both the plots, Development plan Roads and Slum Category etc. for utilization and for carrying out construction on the said plots and also No Objection Certificate from MHADA or other concerned Authority and also obtain IOD from the MCGM.

**AND WHEREAS** both the Societies granted unto the Original Promoter the Development rights in the property namely Cluster Plot No.CD-71, RSC-23, S.

No. 120 (P), CTS No.1374/b/179 admeasuring 1205.844 Sq. meters or thereabout and cluster Plot No. CD 72, RSC 25, S.No.120 (P), CTS NO.1374/B/171 admeasuring 1314.51 sq. meters or there about, both situate at Versova, Taluka Andheri, District Mumbai Suburban, under the condition that the Original Promoter constructs 28 and 31 Tenements each admeasuring 650 Sq. Ft. Carpet area for 28 and 31 original members and three and six shops each admeasuring 150 sq. ft. carpet area to the original members respectively in addition to their residential new flats and the Original Promoter has been authorized to sell additional flats in the open market by obtaining additional FSI/TDR from the MHADA and appropriate the sale proceeds for themselves.

**AND WHEREAS** the Original Promoter was to bear cost of all the expenses for getting various permission in the name of the Society.

**AND WHEREAS** the MHADA, the MCGM, the CFO all the Concerned Authorities have confirmed that the Original Promoter has undertaken joint development of the Plot Nos. 71 and 72 for the First and the Second society respectively. The MCGM has also approved the building plan which provide podium on the ground and First floor connected to both the wings A and B or Bldg. No. 1 & 2 and above podium a swimming pool in between those two buildings of 22 floors each on Plot No. 71 and 72. Accordingly the Authorities have issued joint permission in joint names.

**AND WHEREAS** the Promoter has 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 Promoter has registered the Project under the provisions of the 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 noP51800009417;authenticatedcopy is attached in **Annexure 'A'**;

**AND WHEREAS** the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

**AND WHEREAS** by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell all apartments constructed more than the Apartments to be provided to the original members of the said society. the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof

**AND WHEREAS** on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs Ellora Project Consultants 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** authenticated copies of Property card showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or 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 of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure **C**.

**AND WHEREAS** pursuant to the execution of the Development Agreements at his cost, the Original Promoter obtained in the name of the First and Second Society, from MHADA, offer letter No. CO/MB/Arch/NOC/F-106/5075/2009 dated 26/10/2009 whereby it was intimated by the MHADA to the both the Societies that the Hon'ble VP/A has considered the Societies request as per power dedicated by the authorities vide resolution 6440 date 20/8/2009. Further it was intimated that the allotment of existing buildable area of 1599.11 Sq. Meters plus additional buildable area of 4100.065 sq. meters for residential use as per 2.5 FSI was granted and the allotment of plots was as per MHADA resolution No.6260 dated 04/06/2007, AR NO. 6349 Dated 25/11/2008, Resolution No. 6383 dated 24/2/2009 and AR NO. 6397 dated 5/5/2009 were applicable for this societies and this Societies were directed pay Rs.8,93,28,115/- to MHADA. **ANNEXURE "D"** to this Agreement is a copy of the said letter. In the said letter the condition is imposed that the societies have to obtained certificate of amalgamation of this two societies from Deputy Registrar M.B. Thereafter, by another Offer Letter number CO/MB/REE/NOC/F-106/2534/2013 dated 27<sup>th</sup> December, 2013 the MHADA approved the proposal of society and granted additional BUA of 2519.30 Sq. Meters making total BUA as 8218.47 Sq. Meters and directed the society to pay additional premium of Rupees 10,61,60,837/- which the Promoter paid on 24/06/2014 under receipt number 531829. **ANNEXURE "E"** to this Agreement is a copy of the said letter.

**AND WHEREAS** on 16/2/ 2010 the Executive Engineer, Building Proposals

(WS), H and K Ward of M.C.G.M. issued I.O.D. in favour of the both the Society jointly being No.CE/9690/WS/AK to construct building on the Society's plots.

**ANNEXURE "G"** to this Agreement is a copy of the said letter.

**AND WHEREAS** on 2<sup>nd</sup> January, 2012 the Executive Engineer, Building Proposals (WS), H and K Ward of M.C.G.M. issued I.O.D. in favour of the both the Society jointly being No.CE/9690/WS/AK to construct building on the Society's plots. **ANNEXURE "G/1"** to this Agreement is a copy of the said letter.

**AND WHEREAS** further with reference to our application dated 06/12/2016 the Executive Engineer, Building Proposals (WS), H and K Ward of M.C.G.M. issued I.O.D. in favour of the both the Society jointly being No. CE/9690/WS/AK to construct building on the Society's plots. **ANNEXURE "G/2"** to this Agreement is a copy of the said letter.

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**AND WHEREAS** Executive Engineer, Building Proposals (WS), K-East- K-West Ward for M.C.G.M. issued commencement certificate under No. CE/9690/WS/AK Dated 13/10/2010 jointly in favour of the Versova-Andheri Sahniwas Co-operative Housing Society Limited and Versova Andheri Prabhat Co-operative Housing Society Limited, which is valid up to 12/10/2011 and revalidated up to 12/10/2013 up to 14<sup>th</sup> floor of both 71 and 72 building . **ANNEXURE "H"** to this Agreement is a copy of the said letter.

**AND WHEREAS** on 20<sup>th</sup> November, 2014 the CC is extended upto top of 17<sup>th</sup> floor for Building No.1 and upto top of 22<sup>nd</sup> (pt.) floor for Building No.2 and the same is valid up to 12/10/2015. **ANNEXURE "H"** to this Agreement is a copy of the said letter.

**AND WHEREAS** on 19<sup>th</sup> January, 2017 the Commencement Certificate is extended upto top of 21<sup>st</sup> floor+ staircase block at 22<sup>nd</sup> floor for Building No.1 i.e. for full height of 69.90 mts +LMR +OHT and to re-endorse full CC i.e. upto top of 22<sup>nd</sup> floor i.e. for height 69.90 mts + LMR + OHT for Building No.2 and the same is valid up to 05/01/2018. And further extension is expected. **ANNEXURE “H-1”** to this Agreement is a copy of the said letter.

**AND WHEREAS** the MHADA issued Revised Offer letter jointly in favour of Chawl No. 71 and 72 i.e. Versova - Andheri Sahniwas Co-operative Housing Society Limited and Versova-Andheri Prabhat Co-operative Housing Society Limited, on 30/12/2011 under No. CO/MB/Arch/NOC/F-106/7838/2011 whereby allotted additional buildable up area of 3908.55 sq. meters for residential use and order to pay a sum of Rs11,60,53,495.00/- **ANNEXURE “I”** to this Agreement is a copy of the said letter.

**AND WHEREAS** the MHADA has issued another Offer Letter number CO/MB/REE/NOC/F-106/1499/2015 dated 7<sup>th</sup> November, 2015 the MHADA approved the proposal of society and granted additional BUA of 1800 Sq. Meters making total BUA as 10018.47 Sq. Meters and directed the society to pay additional premium of Rupees 10,38,26,333/- which the Promoter paid on 05/05/2016 under receipt number 563898 **ANNEXURE “K”** to this Agreement is a copy of the said letter.

**AND WHEREAS** subsequently on 7<sup>th</sup> July,2012 under number CO/MB/EE/RDC /NOC /F-106/1039/2012 the Chief officer MH&AD Board, Bandra (East), intimated to the Executive Engineer, Building Proposals (WS), MCGM its NOC for proposed redevelopment of existing Chawl No.71, known as Versova Andheri Sahniwas CHS. Ltd and Chawl No.72 known as Versova Andheri Prabhat CHS. Ltd. under approval of Hon'ble VP./-. **ANNEXURE “J”** to this Agreement is a copy of the said letter.

**AND WHEREAS** the Chief Fire Officer, Mumbai Fire Brigade Suburban Head Quarters Marol Fire Station , Mumbai – 400 059, under their NOC No. FB/HR/WS/1197 dated 9/3/2012 granted permission for the propose High Rise residential building on Plot No. C/D 71 and 72 i.e. Versova-Andheri Sahniwas Co-operative Housing Society Limited and Versova Andheri Prabhat Co-operative Housing Society Limited, for construction of building No.1 and 2. With stilt plus 1<sup>st</sup> and 2<sup>nd</sup> podium level. **ANNEXURE “L”** to this Agreement is a copy of the said letter.

**AND WHEREAS** the Promoter herein, on behalf of the Society, as per terms and conditions of the Development Agreement made payment of Rs 11,60,53,495/- to MHADA on 26/03/2012, the same is acknowledged by the MHADA under Receipt No.463185 and Voucher No.178. **ANNEXURE “M”** to this Agreement is a copy of the said letter.

**AND WHEREAS** the MHADA has issued No-Dues Certificate on 26/4/2012 under No. DYCO/W/MB/ 2224/12 and 2223/12 in favour of the Plot No. 71 and 72 respectively. **ANNEXURE “N”** to this Agreement is a copy of the said letter.

**AND WHEREAS** by letter number CO/MB/REE/NOC/F-106/884/2014 dated 31<sup>st</sup>July, 2014 the MHADA intimated to the Executive Engineer, Building Department (WS) with the copy thereof to the society that the buildup area permitted was 8218.47 Sq. Meters. Further condition was put that the society shall allow all the residence of colony to use of the land reserved for recreation ground after relocation and accordingly keep a Notice Board for the information of all the people. **ANNEXURE “E”** to this Agreement is a copy of the said letter.

**AND WHEREAS** in the meantime the Original Promoter M/s. Orbit Height Pvt. Ltd. made application to the Government of India – Ministry of Corporate

affairs, registrar of Companies, Maharashtra, Mumbai, for issuance of Fresh Certificate of Incorporation upon Change of Name and the said Authority, on 20<sup>th</sup> Day of January 2012, has issued “Fresh Certificate of Incorporation” consequent upon change of name having corporate identity no. U45203MH2009PTC191747, and certified that the name of M/s. Orbit Height Pvt. Ltd. is changed to M/s. Neminath Homes Pvt. Ltd. hence since 20<sup>th</sup> day of January 2012, M/s. Orbit Height Pvt. Ltd. has become M/s. Neminath Homes Pvt. Ltd.: as a result the development Agreements dated 20<sup>th</sup> September, 2009 between Versova-Andheri Sahniwas Co-operative Housing Society Limited and Versova-Andheri Prabhat Co-operative Housing Society Limited, and M/s. Orbit Height Pvt. Ltd. is to be treated as the development agreement between the Versova-Andheri Sahniwas Co-operative Housing Society Limited and Versova Andheri Prabhat Co-operative Housing Society Limited. **ANNEXURE “F”** to this Agreement is a copy of the said letter.

**AND WHEREAS** in view of the fact that the Promoter herein is entitled to develop the properties of the societies i.e. Versova-Andheri Sahniwas Co-operative Housing Society Limited and Versova Andheri Prabhat Co-operative Housing Society Limited, and as agreed in the Development Agreement dated 20<sup>th</sup> September, 2009 between the both the Societies and the Original Promoter, the Promoter herein has undertaken the construction of the building on the plot of the Society as per the approved plan by the MCGM in accordance with the offer letter of MHADA and the IOD issued by the MCGM. The copy of the approved building plans are kept ready for examination by the Allottee in the office of the Promoter herein.

**AND WHEREAS** the Promoter herein is duly bound to construct 28 and 31 residential flats and 3 and 6 shops for the original 28 and 31 members of the Societies i. e .Versova-Andheri Sahniwas Co-operative Housing Society Limited and Versova Andheri Prabhat Co-operative Housing Society Limited,

**AND WHEREAS** it is agreed between the Promoter herein and the Societies that the Promoter herein can sell the additional flats to be constructed by him save and accept 28 and 31 flats meant for original 28 and 31 members of the respective Societies.

**AND WHEREAS** by virtue of the Development Agreement the Promoter herein alone has the sole and exclusive right to sale the additional flats i.e. Total number of flats in the building under construction on Cluster Plot No.CD-71 and CD-72 out of CTS No.1374/B/179 and 171, S.No.120 (P). situate at Village Versova, Andheri (W) minus 28 plus 31 residential flats and 3 plus 6 shops and to enter into agreement/s with the Allottee/s of the remaining flats/shops and to receive the Sale price in respect thereof.

**AND WHEREAS** the different Authorities while granting various permissions laid down certain terms, conditions stipulations and restorations which have been observed and performed by the Promoter herein who is aware that upon due observance and performance of the same only the completion and occupation certificate in respect of the said building/s shall be granted by the concerned Authority.

**AND WHEREAS** the Promoter has got some of the approvals from the concerned local authority(s) 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 Promoter 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 Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

**AND WHEREAS** on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs. Ellora Project Consultants 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 thereunder. Copy of the Title Certificate is **ANNEXURE "R"** to this Agreement is a copy of the said Title Certificate.

**AND WHEREAS** the Allottee has applied to the Promoter for allotment of an Apartment No. \_\_\_\_\_ on \_\_\_\_\_ floor in \_\_\_\_\_ wing situated in the building proposed to be called "LUXERIA" in the said Project . **ANNEXURE "Q"** to this Agreement is a copy of the said letter.

**AND WHEREAS** the carpet area of the said Apartment is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

**AND WHEREAS**, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat/Shop/Office \_\_\_\_\_.

**AND WHEREAS** prior to the execution of these presents the flat Allottee has paid to the Promoter herein a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ only) being part payment of the sale price of the flat agreed to be sold by the Promoter herein to the Flat Allottee as advance payment, the payment and Receipt where of both Parties admit and acknowledged hereunder and the Flat Allottee has agreed to pay to the Promoter herein balance of sale price in the manner as agreed.

**AND WHEREAS** the Promoter herein has agreed to sell to the flat Allottee/ purchasers herein, a flat at the price and on the terms and conditions hereafter appearing.

**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 hereinafter;

**NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS  
HEREBY AGREEDBY AND BETWEEN THE PARTIES HERETO AS  
FOLLOWS:-**

The Promoter shall construct the said building/s consisting of stilt, two podiums, and \_\_\_\_ upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

i.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No . \_\_\_\_\_ of the type \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ sq. metres on \_\_\_\_\_ floor in the Building No. \_\_\_\_\_ proposed to be called LUXERIA (hereinafter referred to as "the Apartment") as shown in the Floor plan, for the consideration of Rs. - \_\_\_\_\_ (Rupees \_\_\_\_\_ including Rs. \_\_\_\_\_ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee \_\_\_\_\_ parking space

situated at 2<sup>nd</sup> Podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)

1.b. The Allottee has paid on or before execution of this agreement a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) in the following manner :-

Amount of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) (not exceeding 45% the total consideration) to be paid Promoter on completion of the Plinth of the building or wing in which the said Apartment is located

iii. Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slab including podiums and stills of the building or wing in which the said Apartment is located.

iv Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal

plaster, floorings doors and windows of the said Apartment

v. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_) (not exceeding 80% of the total  
consideration) to be paid to the Promoter on completion of the Sanitary  
fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_) (not exceeding 85% of the total  
consideration) to be paid to the Promoter on completion of the external  
plumbing and external plaster, elevation, terraces with waterproofing, of the  
building or wing in which the said Apartment is located..

vii. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_) (not exceeding 95% of the total  
consideration) to be paid to the Promoter on completion of the lifts, water  
pumps, electrical fittings, electro, mechanical and environment requirements,  
entrance lobby/s, plinth portion, paving of areas appertain and all other  
requirements as may be prescribed in the Agreement of sale of the building  
or wing in which the said Apartment is located.

viii. Balance Amount of Rs \_\_\_\_\_/-(Rupees \_\_\_\_\_  
\_\_\_\_\_) against and at the time of  
handing over of the possession of the Apartment to the Allottee or after receipt  
of occupancy certificate or completion certificate.

1.c The Total Price above excludes Taxes (consisting of tax paid or payable  
by the Promoter by way of Value Added Tax, Service Tax, and Cess or any

other similar taxes or GST as the case may be, which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

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 barges high inay be" levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(d) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ \_\_\_\_\_ % per annum for the period by which the respective installment has been preponed. The provision- for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building 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 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 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. 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 1(a) of this Agreement.

1(f) 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.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 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 possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

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 [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment 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 in clause 1(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 11427.74 square meters built up area only and Promoter has planned to utilize Floor Space Index of \_\_\_\_\_ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the said Versova-Andheri Sahniwas Co-operative Housing Society Limited and Versova Andheri Prabhat Co-operative Housing Society Limited cooperative Housing Society Limited and the Promoter only shall utilized the same for completing his project.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on 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.

4.2 Without prejudice to the right of promoter to charge interest in terms of

sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, 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 fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'P'**, annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. If the Promoter fails or neglects to give possession of the Apartment 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 Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -war, civil commotion or act of God ;any notice, order, rule, notification of the Government and/or other public or competent authority/court.

**7.1 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within (3) (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Society . The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the Written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving written intimation from the Promoter as per clause 3 The allottee shall take possession of the Apartment from the Promoter by

executing necessary indemnities, undertakings and such other documentation as prescribed this Agreement, and the Promoter shall give possession of the [Apartment] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

-7.4 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.

The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

The Allottee along with other allottee(s) of Apartments in the building shall join the Society.

Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) 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, chowk idars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.

The Allottee shall on or before delivery of possession of the said premises keep deposited with the Society, share money, entrance fee and application for membership along with declarations maintained in the approved Bye-laws of the society of the Society

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 Society, the Allottees' share of stamp duty and registration charges payable, by the said Society 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.

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## **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- i. The Promoter has clear and marketable title with respect to the Apartment to be sold as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the Society to

carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project from concern authorities;;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. 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 Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. 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;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land , including the Project and the said [Apartment]which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner

whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the Society of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area of the structure to the Society.

x. 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;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/ or the Project except those disclosed in the title report.

The Allottee/s or himself/themselves with intention to bring all persons into whose hands the Apartment may come, hereby covenants with the Promoter as follows:-

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

ii. Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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.

iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall be come payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within 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 Apartment is situated.

viii. 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit fact or of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society may adopt from time to time for protection and maintenance of the said building and the Apartments there in 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 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.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society, the Allottee shall permit the Promoter and the surveyors and agents, with or without workmen and others, at all reasonable times, to enter in to and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of 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 project land or any part thereof to view and examine the state and condition hereof.

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

Nothing contained in this Agreement is intended to be nor shall be construed as agrant, demise or assignment in law, of the said Apartments and 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, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the society 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 society as hereinbefore mentioned.

### **PROMOTER SHALL NOT MORTGAGE OR CREATE ACHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the \*[Apartment/] 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 suchApartment.

### **BINDINGEFFECT**

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 30 (thirty) 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 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

## **ENTIRE AGREEMENT**

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

## **RIGHT TO AMEND**

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

## **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES**

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

## **SEVERABILITY**

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**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

#### **FURTHER ASSURANCES**

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**

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 Mumbai 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 Andheri \_\_\_\_

-- 26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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 **and** notified Email ID/Under Certificate of Posting at their respective addresses specifiedbelow:

Name of Allottee\_\_\_\_\_

Address :

NotifiedEmailID: \_\_\_\_ \_

Promotername

M/s. Neminath Homes Private Limited,  
115,Development Credit Bank Ltd; Crawford Market, Mumbai 400 001.

Notified Email ID:[neminathhomes@rediffmail.com](mailto:neminathhomes@rediffmail.com)

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

the Allottee, as the case maybe.

## **JOINTALLOTTEES**

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

Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the

Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

## **GOVERNINGLAW**

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 Mumbai courts will have the jurisdiction for this Agreement

**IN WITNESS WHEREOF** parties hereinabove named have set their

respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

### **FIRST SCHEDULE ABOVE REFERRED TO**

Cluster Plot No.CD-71 , S. No. 120 (P), CTS No.1374/B 179 admeasuring 1205.844 Sq. meters or thereabout and Cluster Plot No.CD-72 , S. No. 120/B/171, CTS No.1374/B /171 admeasuring 1314.51 Sq. situate at Versova, Taluka Andheri, District Mumbai Suburban,

### **SECOND SHEDULE ABOVE REFERRED TO**

Flat/Shop No\_\_\_\_\_. Admeasuring \_\_\_\_\_sq. ft. Carpet area equivalent to \_\_\_\_\_sq. ft. built up area on the \_\_\_\_\_ floor in the Building No.\_\_\_\_ of the building under construction by M/s. Neminath Homes Pvt. Ltd. (formerly known as M/s. Orbit Height Pvt. Ltd.) ON THE SOCIETY'S PLOT MENTIONED IN THE First Schedule hereinabove, proposed to be known as "LUXERIA".

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THIS AND TO THE DUPLICATE HEREOF THE DAY AND THE YEAR FIRST HEREINBABOVE MENTIONED.

SIGNED AND DELIVERED BY THE )  
Within named **"PROMOTERS"** )  
**M/s. Neminath HOMES PVT. LTD** )

Through its Director )  
)  
)  
)  
)  
In the presence of ... )

- 1.
- 2.

SIGNED AND DELIVERED BY THE )  
Within named **“PROPOSED ALLOTTEE/S”** )

\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )

In the presence of ... )

- 1.
- 2.

### **RECEIPT**

**Received** of and from the within named Flat Purchaser the sum of  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_) Being the Earnest Money  
paid by the Flat Purchaser  
Mr./Mrs. \_\_\_\_\_  
\_\_\_\_\_ to the Party of the First Part.

| <u>Chq. No. Dated</u> | <u>Drawn On</u> | <u>Branch</u> | <u>Amount(₹)</u> |
|-----------------------|-----------------|---------------|------------------|
|-----------------------|-----------------|---------------|------------------|

WE SAY RECERIVED ₹\_\_\_\_\_