

LETTER OF PROVISIONAL ALLOTMENT

Ref No. _____

Date: _____

MahaRERA Registration no. P51800008893

Name of the Purchaser

Address

Dear Sir,

We are pleased to confirm the provisional allotment of _____ **BHK** residential Flat No. _____ (the “**Apartment**”) on _____ floor admeasuring _____ sq.mt. carpet area [as defined under Section 2(k) of the Real Estate (Regulation and Development) Act 2016] in the building known as “Nidhi Towers” (the “**Building**”) situate at Plot No. 16 on 10th Road, JVPD Scheme, Juhu, Mumbai 400049 (the “**Plot**”) forming part of larger plot of land owned by Ashok Nagar Co-operative Housing Society Limited (the “**Society**”).

The Total Purchase Price of Rs. _____/- (Rupees _____ Only) is of the residential flat including _____ (_____) parking space(s) in the Basement. The same shall be paid by you (“**Allottee**”) in the following installments:

Installment	% Payment Due (Rs.)
Initial Booking Amount	_____-/-
On Allotment including Initial Booking Amount (Advance Payment)	_____-/-
On Execution of Agreement for Sale (Not later than 30 days of this Allotment Letter)	_____-/-
On Commencement of Raft Slab	_____-/-
On Commencement of 3rd Basement Slab	_____-/-
On Commencement of 2nd Basement Slab	_____-/-
On Commencement of Plinth Slab	_____-/-
On Commencement of 2 nd Slab	_____-/-
On Commencement of 3 rd Slab	_____-/-
On Commencement of 4 th Slab	_____-/-
On Commencement of 5 th Slab	_____-/-
On Commencement of 6 th Slab	_____-/-
On Commencement of 7 th Slab	_____-/-
On Commencement of 8 th Slab	_____-/-
On Commencement of 9 th Slab	_____-/-
On Completion of the Staircases, Lift Wells	_____-/-
On Completion of the External Plumbing & External Plaster, Elevation & Terrace with waterproofing	_____-/-
On Completion of the Lifts, Water Pumps, Electrical Fittings, Electro, Mechanical & Environment requirements, Entrance Lobby, Plinth Protection & Paving	_____-/-
On Possession	_____-/-
Total	_____-/-

In addition, the following amounts will also be borne by the Allottee(s) and shall be paid at the time of possession:

Additional Charges	Amount (INR)
Club House membership fees	_____-/-
Legal Charges	_____-/-
Electricity Meter and Installation Charges	_____-/-
Maintenance Charges (Rs. 50/sq. ft. or as decided by the Management Committee of the Residents)	_____-/-
Piped Gas connection charges	_____-/-
Residents building Sinking Fund (Rs. 30,00,000/- or as decided by the Management Committee of the Residents)	_____-/-
Current Development Charges	_____-/-
Total Additional Charges	_____-/-

Other Terms and Conditions:

- (1) The Allottee(s) has/have full knowledge of the rules, laws and notifications applicable to the Plot, the Society and in general, which have been explained by the Promoter and understood by him/her/them.
- (2) The Allottee(s) has/have satisfied himself/herself/themselves about the title of the Promoter in the said Plot on which the said Building is being developed and understood all limitations and obligations in respect thereof. Hereafter the Allottee shall not raise any requisition/ complaint/objection on this account.
- (3) The Allottee(s) has inspected the building plans and agrees that the building plans and layout are subject to changes and approval of the appropriate authorities. The Promoter reserves the right to make additions or amendments as may be necessitated or otherwise as he may deem fit and as authorized by the applicable laws, from time to time, without prior intimation to the Allottee(s).

- (4) It is clearly understood and confirmed by the Allottee(s) that the “Total Purchase Price” and “Total Additional Charges” are exclusive of any government charges and/or taxes. The same shall be paid by the Allottee at actuals based on the applicable law.
- (5) Further, the Allottee(s) agree and confirm that any liabilities arising out of Goods and Services Tax (GST) or any other taxes, duties and charges with respect to this transaction, shall be paid by the Allottee(s) immediately on demand by the Promoter or the concerned authorities. The Municipal charges taxes or any other charges so levied by state government in respect of the Apartment will be paid by Allottee(s) directly as and when payable.
- (6) It is clearly understood and confirmed by the Allottee(s) that the rights hereunder shall be complete, only on the Allottee executing and registering an Agreement for Sale in the format, based on statutory RERA, Rules 2017 of MAHARERA Act, 2016, seen and approved by the Allottee(s). The same will alone be conclusive of rights and obligations of the Allottee(s) in respect of the said Apartment.
- (7) The Allottee(s) hereby undertake to execute the Agreement for Sale within 30 days from this Allotment Letter, and the Allottee(s) shall pay the necessary Stamp Duty, Registration fees, legal charges and any other taxes / levies, charges which may be applicable by Government, Semi Government or any other authority/ies from time to time shall be paid by the Allottee(s) over and above the agreed sale consideration. Upon execution and registration of Agreement for Sale, this Letter of Provisional Allotment shall be automatically cancelled and shall be consider as void.
- (8) It is clearly understood and confirmed by the Allottee(s) that Stamp Duty, Registration charges and any other government taxes, duties and charges applicable to the Agreement for Sale will be borne and paid solely by the Allottee.
- (9) It is specifically agreed and confirmed by the Allottee(s) that the timely payment of the aforementioned installments is the essence of this transaction. In case of non-payment

of any of the installments or any other amounts, the Allottee shall be liable to pay to the Promoter, interest as specified in the Rules and Regulation under RERA Act, 2016 on all the delayed payments which become due and payable by the Allottee to the Promoter under the terms of the Agreement for Sale from the date the said amount is payable by the Allottee(s) to the Promoter. Without prejudice to the right of Promoter to charge interest in terms of the Agreement for Sale, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter and on the Allottee(s) committing three defaults of payment of installments, the Promoter shall at his own option, terminate the Agreement for Sale ipso facto.

- (10) In case the Allottee(s) fails to execute the Agreement for Sale within 30 days from the date hereof, then this **Letter of provisional Allotment** for the said Apartment shall stand cancelled ipso facto, and the Promoter shall be at a liberty to deal with the said Apartment in any manner they deem fit & proper.
- (11) However upon termination of this Allotment Letter as aforesaid, the Promoter shall refund to the Allottee(s) 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(s) to the Promoter after deducting therefrom brokerage, GST or any other government taxes arising out of such termination at actual and an additional 10% of the agreement value amount towards genuine pre-estimated liquidated damages on account of losses of whatsoever nature suffered by the Promoter. The Allottee(s) confirms and acknowledges that the said deductible amounts are reasonable and that the Allottee(s) shall pay the same without any demur or dispute.
- (12) The amount stated as “Maintenance Charges” is only indicative. If an increase is noted at the time of possession, the same will be borne and paid by the Allottee(s) on actuals prevalent at that time. The Allottee(s) agree to pay Maintenance Charges as applicable to the Promoter or its nominated agency after they have been handed possession and

until these services are handed over to a common organization. The Allottee(s) agrees and consents to this arrangement and will not question the same singly or jointly.

- (13) The Allottee(s) agree and confirm that no changes in colour, material or otherwise will be permitted on the external walls, windows and chajjas of the said Apartment. No grills will be allowed to be fixed outside the window. They may be fixed on the internal sill only. No changes will be permitted in the external elevation by changing windows and railings or keeping pots, boards & objects outside the windows or in any other manner whatsoever.
- (14) The Promoter reserves the right for creation of charge, security, encumbrances, securitization or other arrangements, at its sole discretion, in respect of the project, structure and building being developed and/or amount receivable from the Allottee(s), in relation to the borrowing, credit facility or finance availed by the Promoter. The Allottee(s) hereby accords his/her/their consent for the aforesaid. However, the said Apartment will be free from any mortgages/charge at the time of handing over possession to the Allottee(s).
- (15) If the Allottee(s) is an NRI, non-resident, foreign national or foreign company, then the Allottee(s) shall be solely responsible for complying with the necessary compliance/permissions as per the Foreign Exchange Management Act, Reserve Bank of India Act and any other rule, regulations guidelines etc.
- (16) The Allottee(s) confirm that he/she/they will not be permitted to sell the apartment in pursuance of these presents, for a period of two years from the date of this Allotment Letter and in any event, the Allottee(s) shall not be entitled to sell and/or transfer the Apartment without the written consent from the Promoter.
- (17) The Allottee(s) shall not be entitled to get the name of his/her/their nominee substituted in his/her/their place in the Agreement for Sale, without the prior written approval/consent of the Promoter.

- (18) The Allottee(s) shall use the Apartment for residential purposes only.
- (19) The Allottee(s) shall get his/her/their postal address registered with the Promoter at the time of booking and it shall be his/her responsibility to inform the Promoter of any change in this registered address along with proof of new address failing which all demand notices and letters posted to the original registered address will be deemed to have been served and the Allottee(s) shall be responsible for default in payment and other consequences that might occur.
- (20) The Allottee(s) agree to make all payments through cheques/demand drafts drawn in favour of “**Rajan Kumar Manchanda A/c 259821050050**”.

Rajan Kumar Manchanda

Promoter

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** made at Mumbai on this ____ day of _____, 20____

BETWEEN

MR. RAJAN KUMAR MANCHANDA, PAN Number AAEPM1846Q, an Indian Inhabitant, having office at 29, Laxmi Plaza, Ground Floor, Laxmi Industrial Estate, New Link Road, Andheri (West), Mumbai- 400053 hereinafter referred to as **“the Promoter”**, which expression shall, unless it be repugnant to the context or meaning thereof, deem to mean and include his heirs, legal representatives, executors and assigns) of the **ONE PART** AND

_____ having address at _____ (hereinafter referred to as **“the Purchaser/s”**, which expression shall, unless it be repugnant to the context or meaning thereof, deem to mean and include in case of individuals his/her heirs, executors administrators permitted assigns incase of Promoter its successors and permitted assigns and in case of the firm, such firm, its partner/s or survivor/s and heir executors, Administrators and permitted assigns of last such survivor) of the **OTHER PART**.

WHEREAS:

- (a) Pursuant to a Deed of Conveyance dated 14th October, 1956 made between the Bombay Housing Board (as the Owner therein) on the one hand and Ashok Nagar Co-operative Housing Society Limited, a society registered under the Bombay Co-operative Societies Act, 1925 and having its registered office at Siddhi Sadan, 9th Road, Khar, Mumbai-400021 (the **“Society”** herein and as the Purchaser therein), the Bombay Housing Board granted, conveyed and assured unto the said Society a piece of land bearing (i) Plot No. 4/1 admeasuring about 16,726 sq. yds. or thereabouts and (ii) Plot No. 4/2 admeasuring about 23,018 sq. yds. of the Juhu Vile Parle Development (JVPD) Scheme having aggregate area of 39,744 sq. yds. or thereabouts and bearing Survey No. 70 (part) of Village Juhu and situate at Juhu, Vile Parle in Greater Bombay in the Registration Sub-District of Bandra in the Registration District of Bombay (collectively referred to as the **“Larger Land”**) for the consideration and in the manner recorded therein;
- (b) After acquiring the said Larger Land, the said Society allotted various plots to its members;
- (c) Thereafter, the Society divided the Larger Land into 34 building plots. Pursuant to a resolution passed by the said Society in its General Meeting dated 18th September 1955, the Society allotted Plot No.16 admeasuring 1000 sq. yds. or thereabouts (the **“Said Plot”**) more particularly described in **Schedule A** hereunder written which was forming part of Plot No.4/2 in favour of its member, Mr. Anil Kumar Bakeri;

- (d) Pursuant to an Indenture of Lease dated 5th August 1958 (“**Indenture of Lease**”) registered under Serial No. 6395 of 1958 with the Sub-Registrar of Assurances, Bombay executed between the Society (as the Lessor therein) on the one hand and Mr. Anil Kumar Bakeri (as the Lessee therein) on the other hand, the said Society demised the said Plot in favour of its member, Mr. Anil Kumar Bakeri in perpetuity commencing from 5th August 1958 for a yearly lease rent and subject to the terms stated therein;
- (e) In view of the forgoing, Mr. Anil Kumar Bakeri as a member and lessee of the said Society became entitled to perpetual leasehold rights in respect of the said Plot and registered owner of 5 shares of the said Society bearing Nos.136 to 140 (both inclusive) comprised under Share Certificate No.28 (“**said Shares**);
- (f) Pursuant to an Indenture of Assignment dated 24th November, 1961 registered under Serial No. 7814 of 1961, with the Sub-Registrar of Assurances, Bombay executed between Mr. Anil Kumar Bakeri (as the Assignor therein) on the one hand and (i) Mr. Vasant Naranji Desai and (ii) Mrs. Kokila Vasant Desai (as the Assignees therein) on the other hand, the said Mr. Anil Kumar Bakeri transferred and assigned all his leasehold rights and interest in the said Plot and Shares in favour of the said (i) Mr. Vasant Naranji Desai and (ii) Mrs. Kokila Vasant Desai for the consideration and in the manner recorded therein;
- (g) Pursuant to an Indenture of Assignment dated 27th November 1963 registered under Serial No. 381 of 1964 with the Sub-Registrar of Assurances, Bombay executed between (i) Mr. Vasant Naranji Desai and (ii) Mrs. Kokila Vasant Desai (as the Assignors therein) and Mr. Jagdish Chanchani on the other hand, the said (i) Mr. Vasant Naranji Desai and (ii) Mrs. Kokila Vasant Desai transferred and assigned all their leasehold rights and interest in the said Plot and Shares in favour of the said Mr. Jagdish Chanchani for the consideration and in the manner recorded therein;
- (h) Thereafter, Mr. Jagdish Chanchani constructed a residential bungalow thereon known as “Sumila” (the “**said Bungalow**”) on the said Plot as per the plans and specifications sanctioned/approved by the Brihanmumbai Corporation (BMC) now Municipal Corporation of Greater Mumbai (MCGM);
- (i) The said Plot, the said Shares and the Bungalow are hereinafter collectively referred to as the “**Property**”;
- (j) Pursuant to an Indenture of Assignment dated 19th July, 1978 registered under Serial No. 1361 of 1978 with the Sub-Registrar of Assurances, Bombay executed between Mr. Jagdish Chanchani (as the Assignor therein) of the First Part and (i) Mr. Suraj Prakash Manchanda (ii) Mrs. Shantidevi Manchanda (iii) Mr. Rajan Kumar Manchanda and (iv) Mr. Kanwal Kumar Manchanda (as the Assignees therein) of the Second Part and the said Society of the Third Part, the said Mr. Jagdish Chanchani with the confirmation of the said Society transferred and assigned his leasehold rights and interest in the said Property in perpetuity in favour of the said (i) Mr. Suraj Prakash Manchanda (ii) Mrs. Shantidevi Manchanda (iii) Mr. Rajan Kumar Manchanda and

- (iv) Mr. Kanwal Kumar Manchanda for the consideration and in the manner recorded therein. In pursuance thereof the said Society transferred the said Shares in names of (i) Mr. Suraj Prakash Manchanda (ii) Mrs. Shantidevi Manchanda (iii) Mr. Rajan Kumar Manchanda and (iv) Mr. Kanwal Kumar Manchanda;
- (k) Pursuant to an Agreement dated 27th March, 1987 executed between Mr. Kanwal Kumar Manchanda (as the Vendor therein) on the one hand and (i) Mr. Rajan Kumar Manchanda (as the Purchaser therein) on the other hand, the said Mr. Kanwal Kumar Manchanda sold, transferred and assigned his undivided 25% perpetual leasehold share right title and interest in the said Plot together with 25% undivided share in the said Shares in favour of Mr. Rajan Kumar Manchanda and accordingly, Mr. Rajan Kumar Manchanda became entitled to 50% perpetual leasehold rights in respect of the said Property. In pursuance thereof, the names of Mr. Kanwal Kumar Manchanda was deleted and the names of remaining 3 co-owners namely (i) Mr. Suraj Prakash Manchanda (ii) Mrs. Shantidevi Manchanda (iii) Mr. Rajan Kumar Manchanda were entered in the said Share Certificate by the Society;
- (l) Mrs. Shanti Devi Manchanda had filed a Suit being Suit No. 1779 of 1990 in the Delhi High Court which was subsequently transferred to the Bombay High Court being Suit No. 2100 of 1997 against (i) Mr. Suraj Prakash Manchanda (ii) Mr. Rajan Kumar Manchanda (iii) Mrs. Rama Manchanda (iv) Mr. Kanwal Kumar Manchanda (v) Mrs. Amita alias Shikha Verma (vi) Mr. Sunil Manchanda and (vii) M/s Prakash Roadlines Limited inter alia seeking a declaration that Mrs. Shanti Devi Manchanda is the real owner of the said Shares, the leasehold rights in the said Plot and the said Bungalow;
- (m) Pursuant to the Consent Terms/Decree dated 4th August 1997 registered under Serial No. 7219 of 1998 with the Sub-Registrar of Assurances, Bombay the said Suit was disposed of in terms of the Consent terms. Pursuant thereto, Mrs. Shanti Devi Manchanda conveyed, transferred and assigned her undivided 25% perpetual leasehold share right title and interest in the said Plot in favour of Mr. Rajan Kumar Manchanda for the consideration and on the terms recorded therein;
- (n) Pursuant to a Deed of Gift dated 17th February, 2000 registered under Serial No. 1178 of 2000 with the Sub-Registrar of Assurances Mr. Suraj Prakash Manchanda (as the Donor therein) granted, released, conveyed, transferred and assured as and by way of gift his 25% undivided perpetual leasehold share, right, title and interest in the said Property unto Mr. Rajan Kumar Manchanda on the terms and conditions set out therein. Accordingly, Mr. Rajan Kumar Manchanda (being the Promoter herein) became entitled to 100% undivided perpetual leasehold share, right, title and interest in the said Property The Society transferred the said Share Certificate in the name of the Promoter herein. Thus the Promoter herein became entitled to the said property as Perpetual Lessee owner thereof;
- (o) The Property Register Card stands in the name of the Promoter, a copy of the same is annexed hereto and marked as “**ANNEXURE-A**”;

- (p) Pursuant to a Development Agreement dated 31st July, 2013 registered under Serial No. 4935 of 2013 read with Supplemental Development Agreement dated 2nd June 2015 registered under Serial No. 4617 of 2015 executed by and between the Promoter (as the Lessee therein) and M/s Niraj kakad Constructions Private Limited (therein referred to as Developers), the Promoter granted development rights in respect of the said Plot unto M/s Niraj kakad Constructions Private Limited, with the right to demolish the said Bungalow and construct a new building thereon by utilising the said Plot as per the plans and specifications duly sanctioned by the MCGM. while the ownership of the said Plot and the said Shares was retained with the Promoter;
- (q) In pursuance of the said Development Agreement, the Promoter executed a Power of Attorney registered under Serial No. 4936 of 2013 in favour of M/s Niraj Kakad Constructions Private Limited;
- (r) As per the terms of the said Development Agreement read with the said Supplemental agreement the Promoter herein became entitled to the flats on 1st, 6th, 7th & 8th floors and 4 car parking spaces in the stilt area and 18 car parking spaces in two upper basements in the proposed new building to be constructed on the said Plot (hereinafter referred to as **“the Promoter Entitlement”**) and is entitled to sell, transfer, convey and assure the Promoters Entitlement to the persons of his choice on terms and conditions as may be deemed fit by the Promoter and M/s Niraj Kakad Constructions Private Limited became entitled to flats on the 2nd, 3rd, 4th and 5th floor and car parking spaces after the Promoter herein selecting the car parking spaces in the stilt and two basements in the proposed new building to be constructed on the said Plot;
- (s) In view of the fact that M/s Niraj Kakad Constructions Private Limited failed to perform its obligations under the said Development Agreement and the Supplemental Development Agreement on 23rd March, 2016 the Promoter terminated the said Development Agreement, the Supplemental Development Agreement and revoked the Power of Attorney. This termination is challenged by M/s Niraj Kakad Constructions Private Limited and the matter is referred to arbitration of sole arbitrator Mr. Rohaan Cama appointed by the Hon’ble Bombay High Court on 15th December, 2016 in Comm. Arbitration Petition No.187 of 2016 (**“said Petition”**);
- (t) In the ad-interim Order dated 8th February, 2017 passed by the arbitrator Mr. Rohaan Cama, the Promoter is entitled to construct the proposed New Building (defined herein below) and to forthwith appropriate the sale proceeds in respect of flat on 2nd floor towards construction of the proposed New Building. In terms of the said ad-interim Order, the Promoter is restrained by injunction pending arbitral proceedings from transferring, selling and/or dealing with the Developer’s Area as defined in Clause 2 of the said Development Agreement i.e., flats on, 3rd, 4th, & 5th floor respectively in the proposed New Building (defined herein below) subject to the right of the Respondent (being the Promoter herein) to forthwith appropriate the sale proceeds in respect of flat on 2nd floor towards construction of the proposed New Building (defined herein below) and subject to the terms and conditions set-out therein;

- (u) In the circumstances herein above, the Promoter is well and sufficiently entitled to the said Property as a lessee thereof and is entitled to develop the said Property in accordance with the ad-interim Order dated 8th February, 2017 passed by Mr. Rohaan Cama and construct building/s thereon in accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai;
- (v) The Promoter shall construct a new building to be named as “Nidhi Towers” consisting of 3 basements, stilts, ground plus 8 upper floors (hereinafter referred to as “**New Building**”) on the said Plot as per the plans and specifications that may be sanctioned/approved by MCGM ;
- (w) The Promoter has got the building plans sanctions/approved for FSI 1:2.7 from the Municipal Corporation of Greater Mumbai (MCGM) under Intimation of Disapproval (I.O.D.) bearing Reference No. CHE/WS/1099/K/337(NEW) dated 23rd November, 2017 and also obtained permission under the provisions of the Maharashtra Regional Town Planning Act 1966 to construct the said New building thereon for residential use subject to the terms and conditions as contained therein and thereby approved plans in respect of the said New building (defined herein below) to be constructed on the said Plot. Hereto annexed and marked as “**ANNEXURE - B**” is the copy of the I.O.D. dated 23rd November, 2017., The Promoter shall construct the new building to be known as “**Nidhi Towers**” of 3 basements, stilts, ground plus 8 upper floors (hereinafter referred to as “**New Building**”) in accordance with the plans sanctioned and /or to be amended by the MCGM. The Promoter shall construct such additional floors as may be approved by the MCGM based on additional FSI that may be available on the said Plot.
- (x) The Promoter shall within 180 days from execution and admit execution hereof shall obtain full Commencement Certificate (CC) from MCGM in respect of the said New Building. The Promoter has further agreed that within 90 days from procuring CC from MCGM he shall commence construction of the said New Building on the said Plot (said “**Commencement Date**”);
- (y) The Promoter has entered into standard agreement with an Architect Mr. Ashim Ajit Khatri, registered with the council of Architects to develop, design and draw layout specifications for the construction of the said New Building on the said Plot and such agreement is as per the Agreement prescribed by the Council of Architects.
- (z) The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 [hereinafter referred to as “**RERA**”] with the Real Estate Regulatory Authority at Mumbai bearing MahaRera Certificate no/ P51800008893; authenticated copy is annexed hereto and marked as “**ANNEXURE - C**”.
- (aa) The Promoter has appointed structural Engineers J. W. Consultants for the preparation of the structural design and drawings of the said New building and the Promoter accepts the professional supervision of the Architects and the structural Engineers till the completion of the said new building/s;

- (bb) On demand of the Purchaser/s, the Promoter has made available to the Purchaser/s to inspect all documents related to the Title of the said Property including the sanctioned Plans, layout plans, designs and the specifications prepared by the Promoters Architect and approved by the Competent Authority and all such other documents that are specified under RERA;
- (cc) The papers and documents have been perused by Hariani & Co and the authenticated copy of the Certificate of Title is annexed hereto and marked as "ANNEXURE - D";
- (dd) The authenticated copies of the typical floor plans and specifications of the apartment agreed to be purchased by the purchaser/s, as sanctioned and approved by the local authority have been marked and annexed hereto as "ANNEXURE - E";
- (ee) The Promoter shall observe all the terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and the said New Building thereon and upon due observance and performance of which only the completion and occupation certificates in respect of the said New Building shall be granted by the concerned authority;
- (ff) The Promoter shall accordingly commence construction of the said New Building in accordance with the said proposed plans;
- (gg) The Purchaser/s has applied to the Promoter for allotment of an Apartment on Occupancy rights basis viz., Apartment No. ____ on the ____ floor in the said New Building to be constructed on the said Plot;
- (hh) The carpet area of the said Apartment is _____ sq. mtr. (as per the definition of carpet area in RERA);
- (ii) 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;
- (jj) Prior to the execution of these presents the Purchaser/s has paid to the Promoter an aggregate sum of Rs. _____/- (Rupees _____ only), being non-refundable part payment of the Purchase Price of the Apartment agreed to be sold by the Promoter to the Purchaser/s ("**Advance Payment**") (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;
- (kk) As per the amended provisions of the Income-Tax Act, 1961, the Purchaser/s is/are required to deduct TDS at 1% from and out of the total consideration which may be paid to the Promoter by the Purchaser/s from time to time towards purchase of the said Apartment in the said New Building proposed to be constructed by the Promoter on the said Plot. The Purchaser shall accordingly deduct the said TDS from time to time from and out of each installment to be paid to the Promoter towards consideration as per these presents and deposit the same with the Income-Tax department within the period of time prescribed under the Income-Tax Act, 1961 for this purpose, and furnish

to the Promoter a certificate of deduction of tax at source (“**TDS Certificate**”) in Form No. 16B within 15 (fifteen) working days from the payment thereof;

- (ll) The Promoter are entering into similar separate agreements with the several other persons and parties for the sale of Apartments and allotment of car parking spaces, open/covered/dependable stack car parking etc. in the said New building;
- (mm) Under section 13 of RERA, the Promoter is required to execute a written Agreement for sale of said Apartment with the Purchaser/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The recitals to this Agreement shall form part and parcel of the operative part of this Agreement as if the same are specifically incorporated herein.
2. The Promoter shall construct a new building to be named as “Nidhi Towers” consisting of 3 basements, stilts and eight upper floors (hereinafter referred to as “**the said New Building**”) in accordance with the plans, design and specifications as may be sanctioned/approved by the MCGM from time to time on the said Plot viz., all that piece and parcel of leasehold Plot No. 16 admeasuring about 1000 sq. yd. i.e. 836.10 sq. mtr. bearing CTS No.778, Village Juhu in the Registration District of Mumbai City and Sub-District of Mumbai Suburban situate, lying and being at 10th Road, JVPD Scheme, Juhu, Mumbai 400049 (hereinafter referred to as “**the said Plot**”). The Promoter shall construct such additional floors as may be approved by the MCGM based on additional FSI that may be available on the said Plot Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Apartment of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.
3. The purchaser/s agrees to purchase from the Promoter and the Promoter agrees to sell to the Purchaser/s on Occupancy rights basis **Apartment No.** _____ **Carpet area admeasuring** _____ **sq. mtr.** (as per the definition of carpet area provided in RERA) on the _____ floor as shown in the floor plan thereof hereto annexed and marked “**ANNEXURE – E**” in the said New Building along with _____ car parking in the basement for the total aggregate consideration of **Rs.** _____/-(**Rupees** _____ **Only**) (the “**Purchase Price**”), with the right to use the common area, open areas attached to the said Apartment as well as the amenities and facilities in the said New Building. The said Apartment agreed to be sold hereunder are more particularly described in the “**SCHEDULE B**” hereunder written.
4. The Purchaser/s has/have paid on or before execution of this Agreement, an aggregate sum of **Rs.** _____/-(**Rupees** _____

only), including the advance payment of Rs. _____/- (Rupees _____ only) as mentioned above in Clause (jj) , being part payment of the Purchase Price of the Apartment agreed to be sold by the Promoter to the Purchaser/s and hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____ only) in the following manner:

SCHEDULE OF PAYMENT

Installment	% Payment Due
Initial Booking Amount	_____/-
On Allotment (including Initial Booking Amount)	_____/-
On Execution of Agreement for Sale (Not later than 30 days of this Allotment Letter)	_____/-
On Commencement of Raft Slab	_____/-
On Commencement of 3rd Basement Slab	_____/-
On Commencement of 2nd Basement Slab	_____/-
On Commencement of Plinth Slab	_____/-
On Commencement of 2 nd Slab	_____/-
On Commencement of 3 rd Slab	_____/-
On Commencement of 4 th Slab	_____/-
On Commencement of 5 th Slab	_____/-
On Commencement of 6 th Slab	_____/-
On Commencement of 7 th Slab	_____/-
On Commencement of 8 th Slab	_____/-
On Commencement of 9 th Slab	_____/-
On Completion of the Staircases, Lift Wells	_____/-
On Completion of the External Plumbing & External Plaster, Elevation & Terrace with waterproofing	_____/-
On Completion of the Lifts, Water Pumps, Electrical Fittings, Electro, Mechanical &Environment requirements, Entrance Lobby, Plinth Protection & Paving	_____/-
On Possession	_____/-
Total	_____/-

- The Purchase Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Centre Goods and Service Tax (CGST), State Goods and Service (SGST), Integrated Goods and Service Tax (IGST), Value Added Tax (MVAT), Service Tax, Land under Construction (LUC) tax and Cess or any other similar taxes, levies which may be levied, in connection with construction of and carrying out Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

6. The Purchase Price is escalation-free, save and except escalations/increases, due to increase on account of property tax, development charges or betterment charges, premium or security deposits, Land under Construction (LUC) tax and/or any other increase in charges which may be levied or imposed by competent authority Local Bodies/Government from time to time. The Promoter agrees that while raising a demand on the Purchaser/s for increase in property tax, development charges or betterment charges, premium or security deposits, Land Under Construction (LUC) tax, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said challans/ receipts/ notification/ order/ rule/ regulation published/issued in the behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments which shall be payable by the purchaser/s only.
7. It is hereby expressly agreed that the time for payment of each of the installments of the purchase price and other amounts (including deposits, GST and other taxes and outgoings) as specified in the Schedule of Payment in Clause 4 above, shall be the essence of the contract. The Promoters shall, in respect of the purchase price and any other amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement will have a first lien and charge on the said Apartment. It is an essential and integral term and condition of this Agreement, and of the occupancy right to be created in respect of the said Apartment under this Agreement in favour of the Purchaser/s, that only if the full amount of the said purchase price, by installments as aforesaid, as well as all other amounts payable by the Purchaser/s hereof are paid by the Purchaser/s to the Promoter, will the Purchaser/s have or be entitled to claim any rights under this Agreement and/or in respect of the said Apartment. As stated above, the entire GST liability in respect of the said Apartment shall be borne and paid by the Purchaser/s alone. Notwithstanding anything contained herein, in the event the said GST amount, or any part thereof, remains unpaid, the Promoter will be entitled to withhold handover of possession of the said Apartment.
8. In addition to the Purchase Price and the charges and deposits mentioned hereinabove, the Purchaser/s doth/do and each of them doth hereby agree/s to pay/reimburse to the Owner/Promoter on demand his/her/their proportionate share of increased development charges or other charges/deposits as mentioned above in case the Municipal Corporation or the Concerned Authority/Government claims the same either due to any change in the Laws, Rules, Bye-laws or otherwise for any reason whatsoever.
9. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s by way of obtaining Architect's certificate after the construction of the said Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon the Promoter's confirmation. If there is any reduction in the carpet

area above the defined limit then the Promoter shall refund the excess money paid by the Purchaser/s within 45 days (forty-five) without any interest. If there is any increase in the carpet area allotted to the Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the schedule of payment. All these monetary adjustments shall be made at the same rate per square meter as agreed in the Agreement for sale.

10. The Purchaser/s hereby agree to pay all the amounts (including interest) payable under the terms of this Agreement as and when it becomes due and payable, time for the payment of each installment being the essence of this Agreement. Dispatch of demand letter by email at the email address provided by the Purchaser/s or/and by post/courier at the address provided by the Purchaser/s, shall be deemed as receipt of the same by the Purchaser/s, the Purchaser/s shall not claim non receipt of the demand letter as a plea, or an excuse for nonpayment of any amount or amounts on their respective due dates.
11. Time shall be the essence of the contract for all payments/deposits to be made by the Purchaser/s under this Agreement and at law. The Purchaser/s hereby agree/s and undertake/s to pay each and every installment within 30 (THIRTY) days from the date of demand by the Promoter. Without prejudice to the above, if the Purchaser/s fail/s to make the payment within a period of 30 (THIRTY) days or levied mentioned in the demand letters/emails, then and in such an event, the Purchaser/s agree/s to pay to the Promoter interest from the date of default on all the amounts outstanding under the terms of this Agreement at the rate of 12% (TWELVE PERCENT) per annum on the amounts due and falling in arrears and it is specifically agreed that the amount received by Promoter will be first appropriated towards interest receivable by the Promoter. However, the Purchaser/s agree/s that the demanded installment shall not be delayed for more than 60 (SIXTY) days (including the notice period of 30 days to make good the default) from its due date and if any such installment along with the interest remains unpaid beyond delayed period of 60 days then in such an event the Promoter shall have the absolute right to rescind this agreement.
12. In the event the Purchaser/s committing breach/es of any of the terms and conditions herein contained, the Promoter shall be at liberty to terminate this Agreement. Provided that the Promoter shall give notice of fifteen days in writing, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his intention to terminate this Agreement and of the specific breach/es of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach/es 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.
13. In the event the Purchaser/s committing default in payment of any amount due and payable under this Agreement on the days specified in the Payment Schedule as per Clause 11 above, the Promoter shall give a notice of 30 days for payment of such

installment along with interest at 12% (TWELVE PERCENTAGE) per annum. In the event the Purchaser/s fails to make payment of such installment on or before the end of the notice period and/or in the event of 3 such defaults, the Promoter shall be entitled to terminate this Agreement.

14. In the event the Purchaser/s terminates this Agreement for any reason whatsoever, excluding any termination due to a default of the Promoter under RERA and in the circumstances mentioned in upon termination of this Agreement by the Promoter, the Promoter shall forfeit the Advance Payment of Rs. _____/- (Rupees _____ only) as mentioned above in Clause (jj) as adjustment towards genuine pre-estimated liquidated damages. It is agreed that upon such termination, the Purchaser/s shall sign, execute, and register a Deed of Cancellation with respect to the said Flat. In the event Purchaser/s fails to do so, the Promoter shall be entitled to retain the entire amounts collected by the Purchaser as stated above and the Purchaser shall not have entitled to claim any right, title and/or interest over the said Flat It is agreed that the Promoter shall not be liable to pay to the Purchaser/s any interest on the amount refunded upon termination of this Agreement irrespective of whether the Purchaser executed the Deed of Cancellation or received the refund amount. Further, the Promoter shall not be liable to reimburse to the Purchaser any charges such as stamp duty, registration charges, GST, CGST, SGST, IGST TDS or any other Government Charges. The Purchaser shall seek refund of all taxes paid to the Promoter directly from the statutory authorities. The Promoter may provide all supporting documents as required by the Purchaser to facilitate them to receive such refunds directly from the statutory authorities. Upon the termination of this agreement, under this clause, the Promoter shall be at liberty to sell the said Apartment to any other person of their choice and at such price as the Promoter may deem fit and the purchaser/s shall not object to the same.
15. The Promoter shall have first lien and charge on the said Apartment agreed to be acquired by the Purchaser/s in respect of any unpaid amount payable by the Purchaser/s to the Promoter hereunder. It is essential and integral term and condition of this agreement, that only payment of the entire consideration and all other amounts, charges, dues, outgoings etc. payable hereunder, having been paid on its respective due dates or along with the interest in case of any default by the purchaser/s to the Promoter (and not otherwise), will the Purchaser/s be entitled to claim any rights, against the Promoter under this agreement and/or in respect of the said Apartment.
16. The fixtures, fittings and amenities to be provided by the Promoter in the said New building and the Apartment are those that are set out in the “**ANNEXURE - F**” hereunder written and the Purchaser/s confirm/s that the Promoter shall not be liable to provide any other specifications, fixture, fittings and amenities in the said Apartment. The Purchaser/s agree/s neither to install any window air-conditioners nor any external units for split air-conditioner or other air-conditioner system units

17. The Promoter shall construct the said New Building on the said Plot in accordance with the plans, designs, specifications approved by the concerned local authority with only such variations and modifications as the Promoter with the consent of other part may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them Provided however, such modifications shall not in any manner affect the area, layout, location, and view of the said Apartment agreed to be provided by the Promoter to the Purchaser/s. The consent granted by the Purchaser/s to the Promoter under this clause shall be construed to be consent as required by Section 14(2)(i) and Section 14(2)(ii) of the RERA.
18. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, 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 Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the same.
19. The Promoter hereby declares that no part of the said floor space index has been utilized by the Promoter elsewhere for any purpose whatsoever the residual F.S.I. in the plot or the layout not consumed will be available to the Promoter to be utilized as they have acquired the rights for utilizing the TDR/FSI.
20. The Purchaser/s hereby expressly agrees and covenants with the Promoter that in the event the Promoter procure part OC in respect of the said New Building on the said Plot and offer possession of the said Apartment to the Purchaser/s and thereafter Promoter completing the construction of the said balance building or additional floors on the said Plot without any interference or objection by the Purchaser/s Provided however, such modifications shall not in any manner affect the area, layout, location, and view of the said Apartment agreed to be provided by the Promoter to the Purchaser/s. The Purchaser/s further confirms that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or additional construction or part or parts thereof by the Promoter on any ground including on the grounds of nuisance, annoyance or any other ground or reasons whatsoever the Promoter shall be entitled to either themselves or through any nominees to construct and complete the said additional storey's on the said property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser/s. The Purchaser/s hereby consents to the same.
21. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement of any forbearance or giving of time to the Purchaser/s shall not be constructed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms conditions of this Agreement by the Purchaser/s nor shall be same in any manner prejudice the right of the Promoter
22. It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise is restricted only to the said Apartment subject to the payment of all the

amounts and subject to the compliance of all other terms and conditions hereof by the Purchaser/s. All other unsold Apartment/s, parking/s, rights for reserved allocation of car/vehicle parks and portion or portions of the said New Building for the said purpose with right to transfer such reserved rights with the said Apartment, including licenses for use of any open spaces, terraces in the said New Building and in respect of the Property shall be the sole and absolute property and rights/ entitlements of the Promoter.

23. It is agreed that the Terrace above 8th floor belonging to the Promoter will be without any lift room/ machine room or overhead water tank. Save and except the Promoter no one else shall have any right to install any dish antenna, solar geyser, solar panel or any other equipment on or from the terrace of the said New Building.
24. It is agreed that there will be an exclusive independent internal separate lift between 7th & 8th floor and such lift will be for the sole benefit of the Promoter.
25. Notwithstanding anything stated to the contrary in this Agreement, it is agreed and understood that the terrace above the top floor shall always belong to the Promoter as a Perpetual Lessee. It is also unequivocally agreed and understood by the Purchaser/s that 2 car parking's under the stilts, 2 car parking's in the compound and the car parking's in the Upper basement solely belong to the Promoter. The Purchaser/s shall be allotted the designated car parking in the lower 2 basement as agreed under this Agreement and shall no right to park any cars in the compound of the said New Building.
26. It is agreed between the Promoter and the Purchaser/s that after occupation certificate in respect of the said New Building is obtained from MCGM the Promoter shall handover the said Apartment to the Purchaser/s. The Promoter will form committee comprising of the Promoter and the Purchaser/s holding transferable, assignable, heritable, occupancy rights in the said New Building for the purpose of managing and administering the said New Building including receiving maintenance charges outgoing taxes for repairs and refurbishing of the New Building (the "**Committee**"). The Purchaser/s of the Apartments in the New Building will become members of the said Committee and the said Committee will take all decisions on the basis of majority opinion. The Promoter will be entitled to vote on the basis of each floor belonging to the Promoter whether the same is held by the Promoter individually or through any person holding through the Promoter. It is agreed that the Purchaser/s will be entitled to one vote in the said Committee.
27. The Committee shall get the New Building insured against any natural calamity, fire and other reasons and all the apartment purchaser/s and the Promoter shall be liable to pay pro rata insurance premium. Each apartment Purchaser/s may procure individual insurance in respect of the apartment owned by them.
28. In the event the said New Building after completion is destroyed or any part or portion of the Premises in the New Building and/or otherwise rendered permanently unusable in whole or in part for any reason whatsoever, including by fire, earthquake, natural

calamities, war or any Act of God, due to any calamity or any other reason whatsoever then in such event the Purchaser/s of the Premises in the New Building and the Plot or their nominee/s or assigns shall have the right to construct and restore the new building and shall bear the cost for the same proportionately in ratio of area his/her/their respective Flats in the new building and use and occupy the same area on the same floor as the Apartment in the New Building and the Plot to be constructed in place thereof. For the purpose of reconstruction the said Committee shall appoint architects, consultants, contractors and pay and discharge their respective fees/remuneration. The Promoter doth hereby covenants with the Purchaser/s that the Purchaser/s shall always be entitled to an area admeasuring 257.82 sq. mtr. , i.e. the same area on the same floor as the Apartment and that the same will not be used utilized or consumed elsewhere or for any other purposes. In case of the forgoing eventuality, the Promoter undertakes to contribute his share proportionally to the built-up area of the Promoters' Premises that has not been alienated.

29. In the event of any compensation being received by the Promoter his nominee/s from the insurance company, then in such an event the Promoter shall deposit the same in the account of the said Committee and the same shall form a corpus of such account.
30. If the New Building or any part thereof, becomes unusable due to any acts or omissions of any one or more Purchaser/s of the premises in the New Building and requires repairs, restoration or reconstruction due to the same, in that event, the costs and expenses incurred towards the same shall be borne and paid solely by the said defaulting Purchaser/s individually and/or severally. In such an event the Committee/Promoter his nominee/s, as the case maybe, shall after construction of the new building by the Purchaser/s of the said Flat as aforesaid, pay to such flat holder/s who reconstructs the building the compensation, if any, received from the Insurance Company in view of the destruction of the said New Building.
31. Upon completion of the said New Building being constructed on the said property and after procuring OC from MCGM in respect of the said New Building, the Promoter shall permit the Purchaser/s to use the said Apartment upon being intimated by the Promoter to take the possession of the said Apartment.
32. The Promoter shall give the possession of the Apartment to the Purchaser/s within 48 months i.e. on or before 1st April, 2022 (**said Possession Date**) after procuring OC from MCGM in respect of the said New Building. In addition to the above, in the event if the Promoter fails to commence/complete construction of the New Building i.e., "Nidhi Towers" and/or provide the possession of the said Flat to the Purchaser on or before 1st April, 2022 ("said Possession Date"), subject to the Force Majeure Events and/or after reasonable extension obtained from RERA Authority, as the case maybe, then in such event the Purchaser shall have an option to either terminate this Agreement or continue with the said Project. In the event, if the Purchaser opts to terminate this Agreement, then in such eventuality Purchaser shall give 30 days' written notice to the Promoter making time as an essence of the contract, by Registered

Post AD at the address provided by the Promoter and mail at the e-mail address provided by the Promoter, of his intention to terminate this Agreement and of the specific breach/es of terms and conditions in respect of which he is intending to terminate this Agreement. If the Promoter fails to rectify the breach or breaches mentioned in the said notice then in such eventuality this Agreement shall stand terminated on the expiry of said Notice Period, and upon termination the Promoter shall forthwith refund the entire consideration received by them under this Agreement, together with interest from the date the Promoter shall have received the respective amounts/installments, within a period of 135 days from the date of expiry of notice period and till such consideration is refunded to the Purchaser together with the aforesaid interest accrued thereon to the Purchaser. The Purchaser shall have charge and/or lien on the said Apartment and simultaneously upon the refund of the aforestated amount as stated hereinabove, the Purchaser shall execute Deed of Cancellation and thereafter neither party shall have claim of any nature whatsoever against each other.

However, in the event if the Purchaser does not intend/desire to withdraw from the project then in such an event the Promoter shall be liable to pay to the Purchaser at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (“the Interest Rate”) on all the amounts paid by the Purchaser from the Possession Date, for every month of delay, till the handing over possession of the said Apartment to the Purchaser.

33. It is agreed that upon execution and registration of the Deed of Cancellation and upon refund of the said amount together with interest, as stated hereinabove, the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said Apartment or against the said Property and the Promoter shall be entitled to deal with and/or dispose of the said Apartment to any person or persons as the Promoter, may at his absolute discretion, deem fit and proper.
34. **PROVIDED** that the Promoter shall be entitled to reasonable extension of time for giving possession of the Apartment on the aforesaid date, if the completion of the said New building in which the Apartment is to be situated is delayed on account of any of the following events (“**Force Majeure Event**”):
- (i) Non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court against development of property; or
 - (ii) Any notice, order, rules, notification of the Government and/or other public or competent authority / court; or
 - (iii) Changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or

- (iv) Delay in grant of any NOC/permission/license/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/Apartment/road or completion certificate from appropriate authority.
35. In that event the period of possession will automatically stand extended. In the event of Force Majeure or Vis Major the time period of the said event shall be excluded for the time period specified of handing over the possession.
36. The Purchaser/s shall take possession of the Apartment upon the Promoter has obtained occupancy certificate from the competent authority in respect of the said New Building and payment of the balance consideration amount and other amounts payable under this agreement within 2 (TWO) Months from the date of issue of such notice to the Purchaser/s intimating that the said Apartment is ready for use and occupancy.
37. If within a period of five years from the date of making available the said Apartment to the Purchaser/s for fit outs or such other minimum period as may be prescribed under the applicable laws , the Purchaser/s brings to the notice of the Promoter in writing any major structural defect or defect in workmanship of the said Apartment or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser/s) shall be rectified by the Promoter at his own costs PROVIDED FURTHER, if any defect or damage is found to have been caused due to any changes or alterations of any sort or manner carried out by the Purchaser/s to the amenities / specifications provided by the Promoter or due to the negligent use, act or omission of the Purchaser/s or his agents, more particularly described in Clause 16 above, then the Promoter shall not be liable for the same.
38. The Purchaser/s shall use the Apartment or any part thereof or permit the same to be used for the purpose of residence only and shall use the parking space allotted to him only for the purpose of keeping or parking the Purchaser/s's own vehicle and not for any other purpose.
39. The Perpetual Lessee and any benefits arising out of the same on the said Plot on which the said New Building is constructed vest with the Promoter alone. The Purchaser/s shall have no claim against the Promoter save and except in respect of the said Apartment hereby agreed to be acquired in the Property and all other areas including open spaces, parking places, terraces etc. will remain the property of the Promoter who shall be entitled to deal with it without recourse to or concurrence of the Purchaser/s in any manner whatsoever. Notwithstanding anything contained to the contrary hereto, the Purchaser/s shall not be entitled to any benefit accrued to the Promoter to the extent of the un-utilised TDR potential, if any, out of the total TDR potential of the Property which shall always belong to the Promoter.
40. Nothing contained in this Agreement is intended to be nor shall be construed as a grant demise or assignment in law of the Property or of any part of the Property. The Purchaser/s shall have no claim save and except in respect of the Apartment hereby

agreed to be sold and all open spaces, terraces, recreation spaces etc. will remain with the Promoter.

41. Within 15 (FIFTEEN) days after the notice in writing is given by the Promoter to the Purchaser/s that the Apartment is ready for use and occupancy, the Purchaser/s hereby agrees that in the event any amount by way of premium or security deposit or betterment charges or development charge or Land Under Construction (LUC) tax or security deposit, and or charges for the purpose of giving water connection, drainage connection and electricity connection, or any other tax or payment of a similar nature is payable to the Municipal Corporation of Greater Mumbai or to the State Government the same shall be paid by the Purchaser/s to the PROMOTER in proportion to the area of the Apartment and in determining such amount the discretion of the PROMOTER shall be final and binding upon the Purchaser/s in proportion to the built up area of the said Apartment and in determining the maintenance charges in respect of common amenities, lights, insurance, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. such amount, the decision of the Promoter shall be final and binding upon the Purchaser/s. It is agreed that the betterment charges referred hereinabove shall mean and include pro-rata charges which the Purchaser/s may be called upon to pay to the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric sub-station (if any) making and maintaining of internal access to the said property, drainage, lay out and all other facilities. The Promoter shall not be liable to give any account/s and/or the Purchaser/s shall not demand refund of the abovementioned amount and the same. It is hereby clarified that the aforesaid amounts mentioned herein above does not include dues for electricity, gas and other bills for the Apartment and the Purchaser/s shall be liable to pay electricity, gas and water for the individual meters separately.
42. The Purchaser/s shall on or before delivery of possession of the said Apartment keep deposited with the Promoter the following additional amount:-

Additional Charges	Amount (INR)
Club House membership fees	_____/-
Legal Charges	_____/-
Electricity Meter and Installation Charges	_____/-
Maintenance Charges (Rs. 50/sq. ft. or as decided by the Management Committee of the Residents)	_____/-
Piped Gas connection charges	_____/-
Residents building Sinking Fund (Rs. 30,00,000/- or as decided by the Management Committee of the Residents)	_____/-
Current Development Charges	_____/-
Total Additional Charges	_____/-

43. It is clearly understood and confirmed by the Purchaser/s that the above additional charges are exclusive of any government charges and/or taxes. The same shall be paid by the Purchaser/s at actuals based on the applicable law.
44. It is specifically understood that so long as each Apartment in the said New building shall not be separately assessed for Municipal taxes and water taxes, the Purchaser/s shall pay to the PROMOTER, or to the said organization/society, the proportionate share of the Municipal Tax and Water Tax assessed on the whole building on the basis of the area of each Apartment including those which are not sold and disposed of by the PROMOTER. The PROMOTER will also be entitled to the refund of the Municipal Taxes and Water Taxes on account of the vacancy of the said Apartment. The amount stated as “Maintenance Charges” is only indicative. If an increase is noted at the time of possession, the same will be borne and paid by the Purchaser/s on actuals prevalent at that time. The Purchaser/s agree to pay Maintenance Charges as applicable to the Promoter or its nominated agency after they have been handed possession and until these services are handed over to a common organization. The Purchaser/s agrees and consents to this arrangement and will not question the same singly or jointly.

45. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-**

The Promoter doth hereby represent and warrant to the Purchaser/s as follows:

- i. The Promoter is the Perpetual Lessee of the said Property and as such entitled to develop the same in the manner he deems fit and proper;
- ii. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. Save and except the said Petition there are no litigations pending before any Court of law with respect to the project land or Project;
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project land and said New Building is 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 New Building 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;
- v. 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 Purchaser/s created herein, may prejudicially be affected;
- vi. The Promoter is absolutely entitled to sell the said Apartment and that there is no notice of *lis-pendens* and/or order of attachment in execution of any

- decree or demand or claim on or in respect of the said Apartment;
- vii. That there is no charge, lien, mortgage (equitable or otherwise), or encumbrances of any nature whatsoever on the said Apartment to be created by the Promoter and there is no objection raised by any party and/or there is no order of attachment before judgment or in execution of any decree or demand or claim in respect of the said Apartment nor the Promoter has given any undertaking or assurance to any person and/or authority that he would not deal with the said Apartment;
 - viii. The Promoter has not obtained loan and/or advances from any person or persons, banks, financial institutions or any other third party by pledging and/or mortgaging the said Apartment and/or against collateral security thereof;
 - ix. The Promoter has not entered into any Memorandum of Understanding, Agreement for Sale or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser/s under this Agreement;
 - x. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/s in the manner contemplated in this Agreement;
 - xi. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

46. **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S:-**

The Purchaser/s himself/herself with intention to bind himself/herself and all persons into whomsoever hands the said Apartment come and his/her/theirs successors-in-title doth hereby covenant with Promoter as follows:—

- (i) To maintain the said Apartment at Purchaser's cost in good and tenantable repair and condition from the date of possession of the said Apartment being taken by him and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the said New Building or any part of the said New building in which the said Apartment is situated which may be against the rules, regulations, or bye-laws of the concerned local or any other authority or change, alter or make addition in and or to the New building in which the said Apartment is situated;
- (ii) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said New Building in which the said Apartment are situated or storing of which goods is objected by the concerned local or other authority and shall not carry or

cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage or lift or any other structure of the said New Building in which the said Apartment are situate including entrances of the said New Building and in case of any damage caused to the said New building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser/s whatsoever;

- (iii) To carry out at his/her/their own cost, all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which they were delivered by the Promoter to the Purchaser/s and in tenantable repair and shall not do or allow or suffer to be done anything in the said Apartment or to the said New Building in which the said Apartment are situate, or carry out the repairs and changes in the said Apartment which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority which may endanger the Apartment above or below the said Apartment. In the event of the Purchaser/s committing any act in contravention of the above provisions the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority;
- (iv) Not to demolish or cause to be demolished the said 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 color scheme of building in which the said Apartment are situated and shall keep the Apartment, sewers, drains, pipes in the said Apartment and appurtenances thereto in good and tenantable repair and conditions so as to support, shelter and protect other parts of the said New Building in which the Apartment are situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC parts or other structural members in the Apartment without prior written permission of the Promoter and/or the said Committee;
- (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 said New Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become 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 said plot and the said New building in which the said Apartment are situated;
- (vii) Pay to the Promoter within 15 days of demand by the Promoter, his share of Security Deposit demanded by the concerned local authorities or Government for giving water, electricity or any other service connection to the said New Building in which the said Apartment is situate;
- (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 Authorities on account of change of user of the said Apartment by the Purchaser/s or otherwise;

- (ix) The Purchaser/s shall not let, sublet, transfer, assign or part with Purchaser/s's interest or benefit factor of this Agreement or part with possession of the said Apartment or any part thereof until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Purchaser/s has not been guilty of breach or non-observance of any of the terms and conditions of this agreement and until the Purchaser/s has obtained specific permission in writing of the Promoter for the purpose. Such transfer shall be only in favor of the Transferee as may be approved by the Promoter and not otherwise;
 - (x) The Purchaser/s hereby undertakes that Purchaser/s will not carry on any illegal business/profession in the Apartment agreed to be purchased and further agrees and undertakes that he himself or through his nominee/tenant/occupier shall not carry on any such business/profession which may illegal/antisocial/anti-national etc., which may tarnish the reputation of the Promoter and cause nuisance to neighboring Apartment holders. It is understood that in the event of the Purchaser/s carrying on any such illegal business/es in the said Apartment whether directly or indirectly through his/her/their agent or tenant, the Promoter shall be entitled to cancel this agreement in the interest of public, peace and tranquility and have the Purchaser/s evicted from the Apartment;
 - (xi) The Purchaser/s shall permit the Promoter and their Surveyors and Agents with or without workmen and others at all reasonable times, to enter in to and upon the said Plot and the said New Building or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair;
 - (xii) The Purchaser/s shall observe and perform all the rules and regulations of the said Committee alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said New building and the said Apartment therein and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser/s shall also observe all the stipulations and conditions laid down by the said Committee regarding the occupation and use of the said Apartment in the said New Building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him in accordance with the terms of the agreement.
47. After possession of the said Apartment is handed over or is deemed to have been handed over to the Purchaser/s, if any additions or alterations on the said Property or in respect of the said New Building is required to be carried out by the MCGM or any government, local and/or statutory authority, the same shall be carried out by the Purchaser/s in cooperation with the other Purchaser/s of Apartment and the said Committee at their own costs and the Promoter shall not in any way be liable for the same.

48. 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.
49. 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 be equally applicable to and enforceable against any subsequent Purchaser/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
50. The Purchaser/s and/or the Promoter shall present this Agreement at proper registration office for registration within three months from the date of executing of this agreement as prescribed by the Registration Act and the parties hereto shall attend such office and admit execution thereof.
51. The Purchaser/s also agrees and assures to pay as and when demanded by the Promoter prior to taking possession of the said Apartment:
- (a) Requisite amount/charges towards electricity, water connection, statutory deposits, stamp duty, registration fees and maintenance charges and other outgoing charges as may be demanded by the Promoter from time to time.
 - (b) Requisite Goods and Services Tax (GST), BMC surcharge as may be levied by the state government and semi-government authorities as applicable during the period of Contract.
 - (c) If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be also paid by the Purchaser/s only.
52. In the event of the transaction hereby recorded being subjected to any tax which is not presently leviable thereon, the burden of such tax shall have to be borne and paid by the Purchaser/s irrespective of the provisions in his behalf contained in the statute and / or notification imposing such tax.
53. The Promoter shall have irrevocable and unfettered right and be entitled, at any time hereafter, to mortgage, create charge and other encumbrances and in respect of the said Plot and his right, title and interest therein. 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 Purchaser/s who has taken or agreed to take such Apartment.
54. That the Promoter shall not be liable, responsible, required and/ or obligated to provide any facility save and except as mentioned in “ANNEXURE - F”. However, if they provide any such facility, then the Purchaser/s may be allowed to use such facility or any of them at the sole discretion of the Promoter and also on the terms and condition that may be imposed by the Promoter. In any event all the costs, charges, and expenses

for providing such facility and or for maintaining, managing the same shall solely and exclusively be borne and paid by all the Purchaser/ss of the other Apartment including the Purchaser/s herein and the Promoter shall not be liable, responsible or required to bear, pay or contribute any charges, expenses, costs etc. for the same.

- 55. The Promoter shall not be responsible for the consequences arising out of changes in laws, rules, and regulation etc. of Municipal Corporation of Greater Mumbai or any other competent Authorities.
- 56. The Purchaser/s hereby declares that he has gone through this Agreement and all the documents related to the said Property and the said Apartment and has expressly understood the contents, terms and conditions of the same and the Purchaser/s after being satisfied has entered into this Agreement.
- 57. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by registered post A.D and notified Email ID at their respective addresses specified below:

The Purchaser/s

The Promoter

Name:

Name:

Address:

Address:

Email:

Email:

- 58. Any dispute between the Parties hereto shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- 59. 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 courts will have the Mumbai jurisdiction for this Agreement.

SCHEDULE -A

(Description of the said Plot)

ALL THAT PIECE AND PARCEL OF Plot No. 16 admeasuring about 1000 sq. yds i.e. 836.10 sq. mtr. bearing CTS No.778, Village Juhu along with the structure standing thereon being residential bungalow known as “Sumila” comprising of ground plus 3 upper floors situate at 10th Road, JVPD Scheme, Juhu, Mumbai 400049 within Registration District and Sub-District of Mumbai and Mumbai Suburban and bounded as follows:

ON OR TOWARDS EAST: 100 ft. road

ON OR TOWARDS WEST: Plot No.5 &6

ON OR TOWARDS SOUTH: Plot No.15

ON OR TOWARDS NORTH: Plot No.17

DRAFT

SCHEDULE –B



(Description of the said Apartment)

A residential flat bearing No. _____ admeasuring _____ sq. mtr. Carpet area or thereabouts on the _____ floor together with _____ car parking spaces in the basement in the proposed new building to be named as “Nidhi Tower” to be constructed on leasehold Plot more particularly described in the First Schedule hereinabove.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal on the _____day of _____ first hereinabove written.

SIGNED AND DELIVERED
BY THE WITHIN NAMED PROMOTER
RAJAN KUMAR MANCHANDA

In presence of...

1.)
2.)

SIGNED AND DELIVERED
BY THE WITHIN NAMED PURCHASER/S

In presence of...

1.)
2.)

ANNEXURES

1. **Annexure “A”** : The Property Register Card
2. **Annexure “B”** : Intimation of Disapproval
3. **Annexure “C”** : Registration Certificate from MAHARERA
4. **Annexure “D”** : Copy of Title Certificate issued by Hariani & Co
5. **Annexure “E”** : Sanctioned Floor Plan
6. **Annexure “F”** : Fixtures, Fittings & Amenities provided by the Promoter

ANNEXURE F

The Common Area and Amenities for the Building:

- Entrance Lobby
- DG Back up for emergency Services
- Multiple Level Basement Parking
- High-speed Elevators of Brand Schindler, Otis or equivalent
- Landscapping at Ground Level

The details of internal fixtures and amenities for the said Apartment:

The Promoter shall not provide any Furniture, Fixture or amenities for the said Apartment.

RECEIPT

Received of and from the within named PURCHASER/S,
_____, Total Sum of Rs. _____ (Rupees
_____ only) including TDS paid towards part payment in respect of the
said Apartment No. _____, on the _____ floor in the building known as “NIDHI
TOWERS”. The details of payment received are as under:-

Sr. No.	Cheque/Demand Draft Date	Cheque/Demand Draft No.	Name of the Bank & Branch	Amount (Rs.)

I SAY RECEIVED

RAJAN KUMAR MANCHANDA

