

LETTER OF PROVISIONAL ALLOTMENT

Date:_____

To,

_____.

Dear Sir/s – Madam/s,

Re: **Flat / Shop bearing No. _____ admeasuring _____ square feet (carpet area) on _____ floor, in the building known as “Neev Galaxy ” (said building) being constructed on a portion admeasuring _____ square meters or thereabout bearing CTS No. 49/E Plot No.33 of Village Goregaon Pahadi (East), Taluka Borivali in the Registration District of Mumbai Suburban situated at Haji Bapu Road, Via Jitendra Road, Behind Parikh Hall, Malad (East), Mumbai- 400 097**

1. You are aware that we are developing the plot of land bearing CTS No. 49/E Plot No.33 of Village Goregaon Pahadi (East), Taluka Borivali in the Registration District of Mumbai Suburban situated at Haji Bapu Road, Via Jitendra Road, Behind Parikh Hall, Malad (East), Mumbai- 400 097 (the “said property”) and propose to construct a new building known as “Neev Galaxy” (the “new building”) thereon, pursuant to the Development Agreement dated 31/12/2013 (the “DA”) and Power of Attorney dated 10/01/2014(the “POA”) , executed by Municipal Employees Sati Sadan Co.operative Housing Society Limited (the “Society”) in our favour which are duly registered with the Joint Sub-registrar at Borivali No.6 at Serial No.BRL-6/286/2014 and _____ respectively.
2. Under the aforesaid documents, the members the Society agreed to vacate their respective premises and handover the said property along with the structure standing thereon, to us and we have agreed to provide to them new premises in the new building.
3. The Municipal Corporation of Greater Mumbai (“**MCGM**”) has sanctioned the plans for construction of the said building on the said Property and issued Intimation of Disapproval bearing No. CHE/WSII/0288/P/337(NEW) of 2014-2015 on 25 September 2014 and, after the demolition of the old building, the said Commencement Certificate dated 06/11/2015 bearing Ref. No. CHE/WSII/0288/P/337(NEW) (“**CC**”) is issued by MCGM. We have thereafter commenced (We are entitled to commence) construction of the new building.
4. You being desirous of acquiring a Flat / Shop admeasuring _____ square metres equivalent to _____ square feet (carpet area), bearing No. _____ on _____ Floor of the said Building being constructed on the said property (“**said Unit**”) approached and requested us to reserve the said Unit for allotment of the same to you. The consideration

of the said Unit shall be Rs. _____/- (Rupees _____).

5. At your request, we also agree to provisionally allot to you parking space bearing No. _____ (hereinafter referred to as the said “**parking space**”) for the consideration of Rs. _____/- (Rupees _____). The said parking space shall be used for parking of a vehicle only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the said parking space.
6. As desired by you and pursuant to your request and relying on your representations and covenants, we hereby inform you that we are agreeable to reserve the said Unit and the said parking space for allotment of the same to you, subject to the plans for construction of the new building and layout, being sanctioned, and subject to all approvals for construction of the new building being issued by the MCGM and all other concerned authorities, and subject to the terms and conditions contained herein and also subject to your complying with and performing all the other terms, conditions, covenants contained herein.
7. The aggregate of the consideration of the said Unit and parking space shall be Rs. _____/- (Rupees _____ Only), (the “**Price**”) which Price is exclusive of, all applicable taxes and/or levies including but not limited to service tax, VAT, GST, etc.. You shall pay to us the Price in the following manner:
 - (a) Rs. _____/- (Rupees _____ Only) plus applicable taxes including service tax, VAT, GST, etc., as earnest money, on or before execution hereof;
 - (b) Rs. _____/- (Rupees _____ Only) plus applicable taxes including service tax, VAT, GST, etc., on execution of Agreement for Sale;
 - (c) Rs. _____/- (Rupees _____ Only) plus applicable taxes including service tax, VAT, GST, etc., on on completion of the Plinth of the building or wing in which the said Unit is located;
 - (d) Rs. _____/- (Rupees _____ Only) plus applicable taxes including service tax, VAT, GST, etc., on on completion of the each slab including podiums and stilts of the building or wing in which the said Unit is located, (being ____% of the Price payable in number of instalments divided by the total number of slabs);

- (e) Rs. _____/- (Rupees _____ Only) plus applicable taxes including service tax, VAT, GST, etc., on completion of the walls, internal plaster, floorings doors and windows of the said Unit;
 - (f) Rs. _____/- (Rupees _____ Only) plus applicable taxes including service tax, VAT, GST, etc., on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Unit;
 - (g) Rs. _____/- (Rupees _____ Only) plus applicable taxes including service tax, VAT, GST, etc., on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Unit is located;
 - (h) Rs. _____/- (Rupees _____ Only) plus applicable taxes including service tax, VAT, GST, etc., on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, 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 Unit is located; and
 - (i) Balance Amount of Rs. _____/- (Rupees _____) against and at the time of handing over of the possession of the said Unit to the Purchaser on or after receipt of occupancy certificate or completion certificate.
8. The Price is and shall always be exclusive of all taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses, by whatever name called (whether applicable/payable now or become applicable/payable in future) including, but not limited to Goods and Services Tax (GST) or any other taxes or levies etc. on any amount payable in respect of the transaction contemplated herein shall be borne and the same shall be paid by you alone and we shall never be liable, responsible and / or required to bear and / or pay the same or any part thereof. You shall be liable to pay escalation / increase in the Price, if such escalation / increase is on account of any development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by any competent authority from time to time.
9. We have uploaded the draft of the Agreement for Sale on the website of Maharashtra Real Estate Regulatory Authority, i.e. . We have also shown the draft to you for your perusal and understanding.
10. The Agreement for Sale records and contains inter alia the details of (i) the common areas and amenities (ii) the details of the amenities proposed to be provided in the said Unit, and (iii) the other charges and deposits payable by you.

11. You shall execute and register an Agreement for Sale with respect to the said Unit, when called upon by us. All stamp duty, registration charges and other incidental charges payable in respect of the execution and registration of the Agreement for Sale and any and all documents in pursuance hereof, shall be borne and paid solely by you.
12. If you fail to execute and deliver to us the Agreement for Sale in respect of the said Unit within 30 (thirty) days from the date of its receipt by you and/or you fail appear before the Sub-Registrar for its registration as and when intimated by us, we will cancel this provisional allotment by giving 15 (fifteen) days' notice, if you fail to rectify the same within the said period. On cancellation of this provisional allotment, all sums deposited by you in connection therewith (after deducting the appropriate amount, as permitted hereunder) shall be returned you without any interest or compensation whatsoever. However, we shall not be liable to refund, GST and/or all other taxes paid.
13. On execution and registration of the Agreement for Sale, the amount deposited with us till the date of registration of the Agreement for Sale, will be adjusted by us, towards the Price. You have understood we shall sale and allot the said Unit on and after execution and registration of the Agreement for Sale and such allotment and sale shall be governed by the terms and conditions contained in such Agreement for Sale, after the execution and registration thereof.
14. If you commit any default of payment of any amount due hereunder or commit any other breach, we may at our own option, may cancel this booking after giving notice of fifteen days in writing to the Purchaser, by Registered Post AD and/or email at the address provided by you. If you fail to rectify the breach within the period of notice, then at the end of such notice period, this booking shall stand cancelled.
15. On cancellation of the booking (either as mentioned in the forgoing para OR at your request) we will refund you within a period of thirty days of the cancellation, the amount which may till then have been paid by you to us, subject however to deduction of 10% (12% in case of any brokerage is paid by us) of the Price towards liquidated damages (as agreed predetermined realistic estimate of the loss on such termination) or the loss that we may suffer on sale of the said Unit to third party, whichever is higher, and also deduction of any and all other amount/s that you are liable to pay to us. If the said Unit is sold after the said period of 30 days and if the actual loss is more than the estimate mentioned above, we shall be entitled to recover from you and you shall be bound to pay us the excess to us within 30 days from the date of demand. You have agreed and confirmed that the amounts forfeited and appropriated hereunder, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to us, and that the same are and shall be in the nature of liquidated damages and not penalty.

16. On cancellation of booking for any reason whatsoever, cease to have any right, title, interest, claim or demand or dispute of any nature whatsoever either against us or against the said Unit, and we shall be entitled to deal with and dispose of the said Unit to any other person/s as they deem fit, on such terms and conditions as the Developer deems appropriate.
17. We shall endeavour to complete the construction of the said Unit by _____. Provided always that we shall be entitled to further extension of time for completion of the said Unit, if the completion is delayed on account of force majeure or any other circumstances beyond our reasonable control. The term “other circumstances” shall mean and include:
- i. Non-availability of steel, cement, other building material, water or electric supply;
 - ii. War, Civil Commotion or act of God;
 - iii. Any notice, order, rule, notification of the Government, M.C.G.M. and/or other public or other Competent Authority or Court, Tribunal;
 - iv. Economic downturn;
 - v. Any other reason and/or eventuality which is beyond our control including our financial condition and/or economic downswing in real estate or any other industry;
 - vi. Any delay in obtaining any permission or sanction by the concerned authorities;
 - vii. Any force majeure or viz-majeure.
18. We shall endeavour to inform you of the delay, if any, in handing over of the use and occupation of the said Unit.
19. Subject to the aforesaid, and subject to other terms hereof, if we are unable to offer possession of the said Unit by the date stipulated hereinabove and if you have complied with all your obligations hereunder, then and in such case only, you shall have any one of the following two options :
- (i) to accept interest at the rate specified in the Rules framed under the of the Real Estate (Regulation and Development) Act, 2016, on all the amounts paid you to us towards Price, for every month of delay, till we offer you possession of the said Unit;
- OR
- (ii) Cancel this booking by giving a written intimation to us.
20. You shall exercise either of the above options within 15 days from the date on which the time to offer possession of the said Unit expires. In case, you fail to so intimate your option in writing, you shall be deemed to have opted for the option contained in Clause 19 (i).
21. It is confirmed and agreed that: -
- a. This writing is merely an acknowledgement of an earmarking of the said Unit on the terms hereof, and is not, and shall never be deemed to be, and does not purport to be, an Agreement for Sale of the said Unit by us, to you.

- b. This writing does not create, vest, or transfer, to you any right or interest whatsoever in the said Unit or any part thereof.
 - c. This Letter and earmarking of the said Unit are strictly non-transferable and non-assignable by you under any circumstances.
22. All notices and other communications to be given under this letter shall be in writing and delivered (i) by hand against receipt, or, (ii) by Registered Post A.D, or (iii) Email, addressed to you at the following address. Change in your address/email, if any, to be communicated by you in writing to us. If the change of your address is not communicated to us, the service of all notices and communication made by us to your address mentioned hereunder, shall be construed as a good service on you even if the same is received by us with remark “Premises closed”, and you shall not raise any issue/dispute thereupon.

To: Mr. / Mrs. M/s.
Address:

E-mail:

23. You have by countersigning this agreed to bind yourself, your heirs, executors and administrators, to all the terms and provisions hereof.

Yours truly,
For **NEEV INFRASTRUCTURE PRIVATE LIMITED**

I /We confirm

Authorised Signatory

CONFIDENTIAL

AGREEMENT FOR SALE

BY AND AMONG

NEEV INFRASTRUCTURE PVT. LTD.
(“DEVELOPER”)

AND

(“PURCHASER”)

This **AGREEMENT FOR SALE** is made at Mumbai on this _____ day of _____ of the Christian Year Two Thousand and _____ (“**Agreement**”);

BETWEEN

NEEV INFRASTRUCTURE PRIVATE LIMITED, a company incorporated under the provisions of Companies Act, 1956 having its registered office at 101, Sunder Apartment, Nesbit Road, Next to Mazgaon Sales Tax office, Mumbai 400 010 hereinafter referred to as “**Developer**” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

_____ of Mumbai, adult Indian Inhabitant, having his/her/their address at _____, Mumbai: 400 ____, hereinafter referred to as “**Flat Purchaser**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his / her / their heir/s, executor/s and administrator/s and assigns) of the **OTHER PART**.

W H E R E A S:

- A. By virtue of a deed of conveyance dated December 31, 2013 duly registered with the Sub-Registrar of Assurances at Borivali-6, Mumbai under Sr. No. 271/2014 and entered into between M/s. Amalgamated Building Corporation as the vendor and **Municipal Employees Sati Sadan Co-operative Housing Society Limited (“Society”)** as the purchaser, the vendor granted, sold, conveyed, assigned, transferred and assured unto the Society all that pieces and parcels of land or ground being Plot No. 33 admeasuring about 841.00 sq. yards or thereabouts equivalent to 703.60 sq. mtrs of a Private Layout bearing Survey No. 154, Hissa No. 1 (part) and Hissa No. 3 (part), CTS No. 49/E of Village Pahadi Goregaon, Taluka Borivali, Mumbai suburban District (“**Land**”) along with a building standing thereon known as “Sati Sadan”(“**Building**”) in the registration district of Mumbai Suburban and situate at Dayabhai Patel Road, Malad (East), Mumbai – 400 097; the Land and Building together hereinafter be collectively referred to as the “**Property**” for the sake of convenience, as more particularly described in the Schedule hereunder written;
- B. Pursuant to the above, the Society became the owner of and/or is well and sufficiently entitled to as the Property comprising of 16 flats;

- C. By Special General Body Resolution dated 6th March 2011, the Society appointed the Developer for the re-development of the said property;
- D. By a development agreement dated December 31, 2013 which was registered with the Joint Sub-Registrar at Borivali No. 6 at Sr. No. BRL-6/286/2014 (“**Development Agreement**”), made and executed between the Society on the One Part and the Developer on the Other Part, the Society granted the development rights unto and in favor of the Developer to re-develop the said property by demolishing the existing buildings/structure and constructing thereupon new building/s (“**New Building/s**”) by using the basic floor space index (“**FSI**”) plus the fungible compensatory FSI and transferrable development rights (“**TDR**”) as may be available on the Property under the provisions of Development Control Regulations, 1991 (as amended up to date) on the terms and conditions more particularly setout therein;
- E. The Society also executed a power of attorney dated **January 10, 2014** (“**Power of Attorney**”) in favor of **Neev Infrastructure Pvt. Ltd.**, acting through the hands of its director Mr. Hemal Jain, to do and carry out various acts, deeds, things and matters for the purpose of re-development of the Property;
- F. The Society at its Special General Body Meeting held on 6th March 2011 passed a Resolution approving the said Development Agreement and a Power of Attorney executed in favor of the Developer;
- G. All the members of the Society vacated their existing premises and shifted to the temporary transit accommodation and the old building is now demolished;
- H. Under the Development Agreement, it was agreed between the Developer and the Society that after providing to the existing members of the Society with 16 Flats along with additional area as may be purchased by individual members, the Developer shall be fully entitled to the balance areas viz. flats and car parking spaces as per approved plans;
- I. The Municipal Corporation of Greater Mumbai (“MCGM”) also issued intimation of disapproval (“**IOD**”) on 25 September 2014 under No. CHE/WSII/0288/P/337(NEW) of 2014-2015 and commencement certificate (“**CC**”) on 06/11/2015 under IOD No. CHE/WSII/0288/P/337 (NEW) for construction of the New Building/s on the Land. A copy of IOD and CC is hereto annexed and marked as **Annexure – “1”**;
- J. The plans approved by MCGM are for development of the Property which are hereto annexed and marked as **Annexure – “2”**;

- K. The Developer has entered into a standard agreement with Abhjeet Udani an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects;
- L. The Developer has appointed structural Engineers Furkhan A. Pettiwala of M/s. Frams for the preparation of the structural designs and drawings of the New Building/s and the development shall be under the professional supervision of the Architects and the structural Engineers till the completion of the New Building/s;
- M. The Developer has commenced construction of the building namely “**NEEV GALAXY**” on a portion of the said property. The said portion of the said property on which the Developer has commenced construction of the building namely **NEEV GALAXY** is more particularly described in the First Schedule hereunder and is hereinafter referred to as the “**said property**”.
- N. The Developer has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**the Act**”) with the Real Estate Regulatory Authority at _____ no _____; an authenticated copy of such registration is attached in **Annexure “3”**;
- O. The authenticated copy of the plans of the layout as approved by the statutory Authority is annexed hereto and marked as **Annexure “4”**
- P. Purchaser/s has demanded inspection from the Developer and the Developer has given inspection to the Purchaser/s of all documents of title relating inter-alia to the said Property including all the documents and deeds mentioned in the recital hereinabove and also the plans, designs and specifications prepared by the Developer’s Architects, the Certificate of title, revenue records and all other documents as specified under MOFA 1963 / RERA and the rules made thereunder, as amended upto date and the Purchaser/s is/are fully satisfied with the title of the Developer in respect of the said property and the Developer’s right to allot various flat/ premises in the said building to be constructed on the said property and Purchaser/s has/have agreed not to raise any requisitions on or objections to the same and also has satisfactory inspection of the certificate of title issued by their Advocate appointed by them, copy of property register card (“**PRC**”) extracts, Development Agreement and all other revenue records showing the title of Society to the Property and copies of the plans and specifications of the Flat (as defined hereinafter) agreed to be purchased by the Flat Purchaser from the Developer. A copy of the title certificate dated 03/07/2015 is also annexed hereto and marked **Annexure-“5”** . A copy of Property Register Card(“**PRC**”) is annexed hereto and marked **Annexure “6”**. The copies of revenue records are also handed over to the Flat Purchaser, which are annexed hereto and marked **Annexure-“7”**.
- Q. The list of Annexures attached to this Agreement are stated hereinbelow:

Annexure “ 1”: Authenticated copy of the IOD and copy of CC;
Annexure “ 2 ”: Authenticated copy of plan approved by MCGM;
Annexure “3” Authenticated copy of Project Registration Certificate
Annexure “ 4 ”: Authenticated copy of Layout Plan;
Annexure “5 ”: Authenticated copy of Title Certificate
Annexure “6” Authenticated copy of Property Card.
Annexure “ 7 ” Authenticated copy of Revenue Records
Annexure “ 8” Authenticated copy of Typical floor Plan
Annexure “ 9” list of nature, extent and description of the common / limited area and facilities
Annexure “ 10” List of features in the said premises/flat

- R. The Purchaser/s is/are aware that layout of the said property including the right of way, prepared by the Developer is a tentative layout, showing *inter-alia* the different portions presently envisaged to be developed by the Developer and is likely to be changed or revised as per the requirements of the Developer and/or other statutory authorities. The Developer reserve their right to alter the layout design, elevation etc. /make variations in the layout with such modifications thereto as the Developer may from time to time determine/ or as may be required), without the consent of the Purchaser/s.
- S. While sanctioning the plans, the concerned local authority and/or the government has laid down guidelines, certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the New Building/s on the Property and upon due observance and performance of which only the completion and occupation certificate (“OC”) in respect of the said Property shall be granted by the concerned local authority;
- T. The Flat Purchaser applied to the Developer for sale of flat out of the sale component of the Developer under the Development Agreement to the Flat Purchaser being flat No._____ admeasuring _____ on _____ floor in the _____ wing in the New Building/s by name “**NEEV GALAXY**” (which is herein after referred to as the said premises)to be constructed on the Land;
- U. Prior to the execution of these presents the Flat Purchaser has paid to the Developer a sum of Rs._____/-(Rupees_____ only) being the earnest money of the Purchase Price of the said premises agreed to be sold by the Developer to the Flat Purchaser as advance payment (the payment and receipt whereof the Developer does thereby admit and acknowledge) and the Flat Purchaser

has agreed to pay to the Developer the balance of the Purchase Price in the manner hereinafter appearing;

- V. Under Section 13 of RERA, the Developer is required to execute a written Agreement for Sale in respect of the said premises, being in fact these presents and also to register this Agreement under the Indian Registration Act, 1908;
- W. Relying upon the declaration of the Purchaser/s and subject to the Purchaser/s performing all his/her/their obligations, the Developer has agreed to allot to the Purchaser/s the said premises, at the price and on the terms and conditions hereinafter appearing.

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

1. The recitals contained above and schedules and annexures hereto form an integral and operative part of this agreement as if the same were set out and incorporated herein verbatim.
2. The Developer shall comply with all the terms, conditions, stipulations, restriction etc., if any, which may have been imposed by the authorities, at the time of sanctioning of the plans. The Developer shall construct said building on the said Property in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and perused by the Purchaser/s with such variations and modifications as the Developer may consider necessary or as may be required by the Government and/or statutory authority and/or any other local authority from time to time. The Developer shall be entitled to make such variations and/or modifications in the plans as they may deem fit so long as the area of the said premises agreed to be allotted to the Purchaser/s remains unchanged or so long as such variation and/or modification does not adversely affect the said premises, without any permission or consent of the Purchaser/s. The Purchaser/s hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed/ be imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.

3. The Developer shall construct one residential building consisting of Ground + 12 upper floors (the "**said building**") on the said land more particularly described in the First Schedule hereunder written, in accordance with the plans, approvals specifications, designs and elevations as approved by the concerned local authority and which have been seen, inspected and accepted by the Purchaser/s with such variations and modifications as the Developer may make from time to time and approved by the concerned authorities. Provided that the Developer shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the said premises. Provided further that the Developer shall be entitled to make such (a) variations and modifications in the plans as may be required by the concerned authority / Government and/or necessitated by and/or deemed desirable due to any change in law, policy and/or building regulations and/or (b) minor changes or alterations as may be necessary in the said premises due to architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer, of which an intimation shall be given to the Purchaser/s. The name of the building/s shall always be known as "**Neev Galaxy**" or such other name as the Developer may decide. Further the name of the Society shall remain Municipal Employees Sati Sadan Co-operative Housing Society Limited ("**Society**")
4. Subject to the terms and conditions herein, and subject to the Purchaser/s observing, performing and complying with all the terms, conditions, covenants, obligations etc. contained herein, the Developer shall allot to the Developer and the Developer shall purchase, the said premises being a flat bearing Flat No._____, admeasuring _____ square meters (carpet area) _____ on _____ floor in the building No._____ in project "**Neev Galaxy**" and as shown in _____ colour boundary lines on the typical floor plan annexed and marked as **Annexure "8"** _____ proposed to be constructed on a portion of the said property at or for the price of Rs._____/-(Rupees _____ only) (hereinafter referred to as "Sale Price"). The nature, extent and description of the common / limited area and facilities are more particularly described in the list annexed hereto and marked **Annexure-"9"**. The Premises agreed to be sold hereunder are more particularly described in the **Second Schedule** hereunder written. The Purchaser/s shall pay the Sale Price plus VAT, Service Tax, Goods and Services Tax ("**GST**") and cess and any and all other taxes which may be levied, in the following manner:
- (i) Rs._____/-(Rupees _____ only) plus VAT, Service Tax, Goods and Services Tax ("**GST**") and cess and any and all other taxes which may be levied, on or prior execution hereof
- (ii) Amount of Rs._____/-(_____) (not exceeding 30% of the total consideration) plus VAT, Service Tax, Goods and Services Tax ("**GST**") and cess and any and all

other taxes which may be levied, to be paid to the Developer on after the execution of Agreement.

- (iii) Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) plus VAT, Service Tax, Goods and Services Tax (“GST”) and cess and any and all other taxes which may be levied, to be paid to the Developer on completion of the Plinth of the building or wing in which the said premises is located.
- (iv) Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) plus VAT, Service Tax, Goods and Services Tax (“GST”) and cess and any and all other taxes which may be levied, to be paid to the Developer on completion of the slabs including podiums and stilts of the building or wing in which the said premises is located.
- (v) Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) plus VAT, Service Tax, Goods and Services Tax (“GST”) and cess and any and all other taxes which may be levied, to be paid to the Developer on completion of the walls, internal plaster, floorings doors and windows of the said premises.
- (vi) Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) plus VAT, Service Tax, Goods and Services Tax (“GST”) and cess and any and all other taxes which may be levied, to be paid to the Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies uptoup to the floor level of the said premises.
- (vii) Amount of Rs...../-(.....) (not(not exceeding 85% of the total consideration) plus VAT, Service Tax, Goods and Services Tax (“GST”) and cess and any and all other taxes which may be levied, to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said premises is located.
- (viii) Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) plus VAT, Service Tax, Goods and Services Tax (“GST”) and cess and any and all other taxes which may be levied, to be paid to the Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, 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 premises is located.
- (ix) Balance Amount of Rs...../ (.....)plus VAT, Service Tax, Goods and Services Tax (“GST”) and cess and any and all other taxes which may be levied, against

and at the time of handing over of the possession of the premises to the Purchaser on or after receipt of occupancy certificate or completion certificate.

The aforesaid price is and shall always be exclusive of all taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses (whether applicable/payable now or become applicable/payable in future) including, but not limited to Service Tax and / or Value Added Tax (“**VAT**”) and / or Goods and Services Tax (“**GST**”) etc. on any amount payable under this Agreement and/or transaction contemplated herein shall be borne and the same shall be paid by the Purchaser/s alone and the Developer shall never be liable, responsible and/or required to bear and / or pay the same or any part thereof. The Purchaser hereby agrees and undertakes to indemnify and keep the Developer indemnified of, from and against all such claims, demands, actions etc. in respect of all such amounts or any other amount/s.

5. The Developer shall confirm the final carpet area of the said premises that has been allotted to the Purchaser/s after the construction of the buildings 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 Developer . If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser/s, the Developer shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4 of this Agreement.
6. The Purchaser/s shall pay to the Developer escalations / increases in the Sale price if such escalation / increase is on account of development charges, payable to the authority and/or any other increase in charges, which may be levied or imposed by any authority from time to time.
7. The Purchaser shall make all payments of the consideration amount due and payable to the Developer through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of – “**NEEV INFRASTRUCTURE PRIVATE LIMITED Escrow A/c. - _____**”. In case of any financing arrangement entered by the Purchaser with any financial institution with respect to the purchase of the said premises, the Purchaser undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Developer through an account payee cheque/demand draft drawn in favour of – “**NEEV INFRASTRUCTURE PRIVATE LIMITED Escrow A/c. - _____**”. Any payments made in

favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said premises and shall be construed as a breach on the part of the Purchaser/s, in which event the Developer shall be entitled to terminate this Agreement and forfeit the amounts paid by the Purchaser/s to the Developer in the manner set out in Clause 16. Seventy percent of the amounts deposited/transferred to **NEEV INFRASTRUCTURE PRIVATE LIMITED Escrow A/c**, from time to time shall be deposited in a separate account to be maintained under section 4(2)(1)(D) of RERA.

8. The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of installments of Sale Price and Service Tax, GST thereon, the Purchaser/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time. The Purchaser/s after making payment of each installments and Service Tax, GST on or before 7th day of next month, shall file Form 26QB with the Income Tax Authority in the prescribed format and on or before 22nd day the month on which respective Form 26QB is filed, shall furnish Form 16B to the Developer. The Purchaser/s is aware that the time to make the payment of installments and service tax, GST and all other taxes as mentioned in above is the essence of contract and in an event of delay on part of the Purchaser/s to make the payment of any of the installment together with Service Tax, GST and/or any other tax (including delivering Form 16B certificate thereof), then without prejudice to right of the Developer to cancel and terminate this Agreement, the Purchaser/s shall be liable to pay interest at the rate specified under the RERA Rules per annum to the Developer on all delayed payments from the due date till the date of realization thereof.
9. The Flat Purchaser hereby agrees that the Flat Purchaser shall pay/reimburse to the Developer all the taxes, rates, cess, duties, charges, levies, and other outgoings including the service tax and and/or value added taxes (VAT), payable to the appropriate authorities in respect of the said premises or on the Purchase Price.
10. The Developer hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the Premises to the Flat Purchaser, obtain from the concerned local authority OC in respect of the New Building/s.
11. The Developer has furnished to the Flat Purchaser all the detailed particulars in respect of such utilization of FSI by it. Further, the Developer hereby declares that the remaining unutilized FSI to be generated from the Property shall be utilized by the Developer as TDR elsewhere for any purpose whatsoever and the Flat Purchaser has no objection for the same. In case while developing the Property, the Developer have utilized any FSI of any other land or property by way of TDR, floating FSI, then the particulars of such FSI shall be disclosed by the Developer to the Flat Purchaser. The residual FSI in the plot or the layout not consumed will be available to the Developer.

12. The Developer hereby declares that the Floor Space Index available as on date in respect of the said land is _____ square meters and Developer has planned to utilize Floor Space Index of _____ square meters by availing of TDR and/or FSI available on payment of premiums and/or Fungible Compensatory FSI as mentioned in the Development Control Regulations. The Purchaser has agreed to purchase the said premises with the full knowledge of the proposed construction and sale of premises to be carried out by the Developer by utilizing such FSI. The Developer shall have an irrevocable right, and the Purchaser/s hereby expressly consents and confirms that the Developer will always be entitled to, utilize all such FSI on the said land, and the Purchaser/s agrees and irrevocably consents not to have any demand or dispute or objection in that behalf. Any FSI and/or other benefit and/or advantage that may be available / accrue to the said land and/or that may hereafter be exploited on the said land shall belong to the Developer alone.
13. It is agreed that notwithstanding anything contrary to contained herein, the Developer shall be entitled at any time to amend the existing layout and/or to construct additional building/s or structures on the said land and/or additional floors on the said buildings proposed to be constructed on the said land, even after completion of said building/s. Such additional construction may either be on account of additional F.S.I. that may be available from the said land or other property elsewhere and/or on account of TDR and/or any other rights, benefits including floating rights which may be available in respect of the said land or other properties and/or any potential that may be available on account of the amendment in the Development Control Rules. All such benefits and also additions, alterations, additional floors and/or additional wings, building and/or structures shall be the sole and absolute property of the Developer who shall be entitled to sell/allot and/or otherwise deal with the same in the manner the Developer deems fit. The Developer shall be entitled to utilize and consume such TDR, F.S.I or any other potential, rights, benefits including floating rights etc. to the extent permissible as per rules/regulation in force at such relevant time. The Purchaser/s shall not be entitled to claim any rebate / reduction in price or any other advantage or consideration from the Developer on the ground of the Developer making additional construction or any other ground whatsoever.
14. It is agreed that any communication either orally or in writing by the Developer to the Flat Purchaser for inspection of the Property by the Flat Purchaser and/or about the completion of a particular stage of construction is sufficient and within 7 days of such notice, the Flat Purchaser shall pay to the Developer the requisite installment of the Purchase Price.
15. The Flat Purchaser agrees to pay to the Developer the aforesaid installments within 7 days from the date of demand by the Developer. Beyond 15 days, the Flat Purchaser shall pay to the Developer interest @ _____% per annum on the amounts due and falling in arrears. However, the Flat Purchaser agrees that the demanded installment

shall not be delayed for more than 30 days from its due date and if thereafter, still the installment is not paid, in that event the Developer shall have the absolute right to rescind this Agreement.

16. On the Flat Purchaser committing default in payment on the due date of any installment due and payable by the Flat Purchaser to the Developer (including his/her/their proportionate share of taxes, rates, cesses, other charges and all other outgoings) under this Agreement, and/or the Flat Purchaser committing breach of any of the terms herein contained, the Developer shall be at liberty to terminate this Agreement by giving 15 days prior notice in writing. Provided further that upon termination of this Agreement as aforesaid, the Developer shall be at liberty to charge/forfeit a minimum of 10% of the Purchase Price amount or a minimum of 12% of the Purchase Price amount in case any brokerage being paid with respect to the sale of the said premises as administration charges to the Flat Purchaser and such charges shall be deducted from the amount of the Flat Purchaser lying with the Developer and the Developer shall refund to the Flat Purchaser the net amount thus payable out of the installments of Purchase Price of the said premises which may till then have been paid by the Flat Purchaser to the Developer but the Developer shall not be liable to pay to the Flat Purchaser any interest on the amount refunded. Further, the Developer shall not be liable to reimburse to the Flat Purchaser any Government Charges such as stamp duty, registration charges, service tax, VAT etc. Upon the termination of this Agreement, under this clause, the Developer shall be at liberty to sell the Premises to any other person of their choice and at such price as the Developer may deem fit and the Flat Purchaser shall not object to the same.
17. The Flat Purchaser has made enquiries and is satisfied that the title of the Society/ Developer to the Property described in the First Schedule hereunder written is marketable and free from encumbrances and that the Developer has the authority to develop the same. The Flat Purchaser has inspected the original title Certificate issued by their Advocate.
18. The Flat Purchaser undertakes not to raise any objection to the title of the Society/ Developer to the Property or to the authority of the Developer to develop and construct the same.
19. It is expressly agreed that the said premises shall contain the features as set out in the list annexed hereto and marked as **Annexure-“10”** and the Flat Purchaser confirms that the Developer shall not be liable to provide any other amenities or fixtures or fittings in the said premises, common services and compound.
20. Subject to Force Majeure circumstances and / or Other Circumstances, and provided the Purchaser/s are not in default of any of the terms and/or conditions contained herein including default in payment of the Sale Price, applicable taxes or any part thereof, the Developer shall complete the construction of and handover the said premises to the Purchaser/s by 31/12/2018 (**“Possession Date”**). If the Developer fails to hand over the said premises to the Purchaser/s on or before the Possession

- Date, and only if the Purchaser/s do not intend to cancel this Agreement/ withdraw, the Developer shall pay to the Purchaser/s simple interest as specified in the RERA Rules, on all the amounts paid by the Purchaser/s to the Developer towards Sale Price for every month of delay from the Possession Date till the handing over of the possession of the said premises.
21. The Developer shall be entitled to reasonable extension of time for permitting the Flat Purchaser to occupy the said premises on the aforesaid date, if the completion of New Building/s in which the said premises is situated is delayed on account of Force Majeure circumstances and / or Other Circumstances: -
- a. Non-availability of steel, cement, other building material, water or electric supply;
 - b. War, Civil Commotion, fire, earthquake, flood, epidemic, labour controversy, riot, civil disturbance or act of God;
 - c. Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said Property;
 - d. Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
 - e. Economic downturn;
 - f. Any other act or event which is beyond the Developer's reasonable control including the Developer's precarious financial condition and/or economic downswing in real estate or any other industry; and
 - g. Any other circumstances or conditions or other causes beyond the Developer's control of or unforeseen including war, civil commotion, riot, strikes or agitation by the Developer's workers or labourers or the workers or labourers of the contractor or suppliers.
22. The Flat Purchaser shall occupy the said premises within 7 days of the Developer giving oral/written notice to the Flat Purchaser intimating that the said premises is ready for use and occupation upon paying to the Developer all the amounts, if any, including interest that may have remained to be paid under any of the clauses hereof by the Flat Purchaser to the Developer.
23. The Flat Purchaser shall use the said premises only for the purpose for which it has been agreed upon.
24. The Flat Purchaser along with other purchasers of the flats in the New Building/s shall join as the members of the Society. The Flat Purchaser shall from time to time sign and execute the application for membership and other papers and documents necessary for becoming a member including the bye laws of the Society and duly fill in, sign and return to the Developer within 3 days of the same being forwarded by the Developer to the Flat Purchaser. No objection, shall be taken by the Flat Purchaser, if

any, changes or modifications are made in, the byelaws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

25. Commencing a week after notice in writing is given by the Developer to the Purchaser/s that the said premises is ready for occupation, the Purchaser shall be liable to bear and pay the proportionate share of out goings in respect of the said property and the said building including local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the management and maintenance of the said property and the said building in addition to the amounts mentioned in this Agreement. Until the said Purchaser/s are admitted as members of the Organizations, the Purchaser/s shall pay to the Developer such proportionate share of outgoings as may be determined. At the time of handing over possession of the said premises, the Purchaser/s shall pay to the Developer the sum as mentioned in Clause 26. It is agreed that if the Developer so requires, the Purchaser shall make such additional payment towards the outgoings on a continuous basis, beginning from the time the notice in writing is given by the Developer to the Purchaser till the transfer of the said property and building/s to the said organisation, as the case may be. All amounts paid by the Purchaser/s to the Developer on account of outgoings and municipal taxes shall not carry any interest and remain with the Developer until the the Purchaser/s is/are admitted as members of the Organizations. The Purchaser/s undertakes to pay such provisional monthly contribution towards proportionate share of municipal taxes and outgoings regularly by the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest at the rate of ____% per month (will be charged. The right of the Developer to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation charges etc.
26. The Flat Purchaser shall on or before being permitted to occupy the said premises pay to the Developer the following amounts over and above consideration mentioned in clause 4 above:-

Sr. No.	Particulars	Amount
1	Share Money & Entrance Fees.	As applicable
2	Formation & Registration of Society.	As applicable
	Electric & IGL Gas Meter &	As applicable

3	Connection Charges.	
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In addition to the aforesaid amount, the Flat Purchaser shall also pay to the Developer the non-refundable amount of Rs._____ (Rupees_____ Only) towards the incidental expenses towards making flat agreement, allotment forms, submission of transfer of electric meters etc. within 7 days from the date of communication of the readiness of the said premises for possession.

27. The Purchaser/s shall be admitted as the member of the Society on payment the amount of share money and admission fees as applicable and the Purchaser/s agrees to purchase the requisite shares of the Society.
28. The Developer do not guarantee the supply of any particular quantity of water or electricity to the building / street / roads. The Developer shall also maintain the building repairs of all type through maintenance / taxes account. The Flat Purchaser also undertakes not to complain for non-completion of infrastructure to anybody. The Flat Purchaser is satisfied about the nature of infrastructure to be provided by the Developer and the Flat Purchaser hereby agrees to contribute his proportionate share of expenses for improvement and development of the infrastructures.
29. The Flat Purchaser shall pay all legal costs, charges and expenses including professional costs of the Attorneys/Advocates of the Developer in connection with Registration of the Society, preparing its rules, regulations and bye-laws and also for the cost of preparing and engrossing this Agreement.
30. Prior to execution of this Agreement, the Flat Purchaser shall get adjudicated this Agreement and get this Agreement duly stamped from the stamp office.
31. The Flat Purchaser/s for himself / themselves with intention to bring all person into whomsoever hands the said premises may come, doth hereby convent with the Developer as follows: -
- (a) To maintain the said premises at Flat Purchaser’s own cost in good tenantable repair and condition from the date of occupation of the said premises is taken and shall not to do or suffered to be done anything in or to the New Building/s in which the said premises is situated, staircase or any passages which may be against the rules, regulations or bye/laws of concerned local or any other authority to change / either or make addition in or to the New Building/s in which the said premises is situated and the said premises itself or any part thereof.
- (b) Not to store in the said premises any goods which are hazardous, combustible or dangerous in nature or are so heavy as to damage the construction of or structure of the New Building/s in which the said premises is 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 on the upper floors which may damage or likely to damage the staircase, common passage or any other structure of the New Building/s in which the said premises is situated, including entrances of the New Building/s in which the said premises is situated and in case any damage is caused to the New Building/s in which the said premises is situated on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the breach.

- (c) To carry at his / her / their own cost all internal repairs to the said premises and maintain the said premises in the same conditions, state and order in which it is, was delivered by the Developer to the Flat Purchaser and shall not do or suffer to be done anything in or to the New Building/s in which that said premises is situated or the said premises which may be given against the rules and regulations and bye-laws of the concerned, local authority or other public authority. And in the event of the Flat Purchaser committing any act in contravention of the above provisions, the Flat Purchaser shall be responsible and liable for the consequence thereof to the concerned local authority and/or their public authority.
- (d) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the New Building/s in which the said premises is situated and shall keep the portion, sewage, drains pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the New Building/s in which the said premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, padis or other structural changes in the said premises without the prior written permission of the Developer.
- (e) Not to do or permit to be done any act or things which may render void or voidable any insurance of the Land and the New Building/s in which the said premises is situated or any part thereof whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuses or permit the same to be thrown from the said premises in the compound or any portion of the Land and/or New Building/s in which the said premises is situated.
- (g) To bear and pay increase in local taxes, water charges, Insurance, and such other levies, if any, also for improving infrastructures which are imposed by the concerned local authority, and/or Government and/or other public authority, on

account of change of user of the said premises by the Flat Purchaser viz. user for any purposes of local authority.

- (h) The Flat Purchaser shall not let, sublet, transfer, assign or part with Flat Purchaser's interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues are payable by the Flat Purchaser to the Developer under this Agreement are fully paid up and only if the Flat Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser has intimated in writing to the Developer.
 - (i) The Flat Purchaser shall observe and perform all the rules and regulations adopted by the Developer and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the New Building/s and the flats therein and for the observance and performance of the buildings rules, regulations and bye-laws of the same being of the concerned local authority and of Government and other Public bodies. The Flat Purchaser shall also observe and perform all the stipulations and conditions regarding the occupation and use of the said premises in the New Building/s and shall pay and contribute regularly and punctually from the date of OC and/or receiving the possession of the said premises whichever is earlier towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
32. The Developer shall keep separately the sums received by the Developer from the Flat Purchaser on account of the share money and shall utilize the amounts only for the same.
33. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or the Land and New Building/s or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the said premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terrace, recreation spaces etc., will remain the property of the Developer.
34. Any delay, tolerance or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser by the Developer shall not be construed as a waiver on the Part of the Developer -of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Developer .
35. The Flat Purchaser shall lodge this Agreement at the proper registration office for registration well in advance of the time limit prescribed by the Registration Act and the Developer and/or their representative upon receiving the details thereof will attend such office and admit execution thereof.

36. All stamp duty and registration charges, payable in respect of this transaction shall be paid by the Flat Purchaser alone and the Developer shall not be liable or responsible for the same.
37. The terrace space in front of or adjacent to the terrace flats in the New Building/s if any, or all the open spaces for different uses on the specific consent from the Developer to the flat purchaser shall belong exclusively to such flat purchaser respectively and such space are intended for the exclusive use of the respective flat purchaser. The said space shall not be enclosed by the flat purchaser till the permission in writing is obtained from the concerned local authority and the Developer as the case may be.
38. The Developer shall exercise their right until the completion of the New Building/s to make additions or put up additional structure or storeys as may be permitted by the Government of Maharashtra or any other Competent Authority and such additional structures, stilted portions, open or closed garages and storeys shall be the property of the Developer who will be entitled to dispose off the same in such manner as it may deem fit.
39. The Developer shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the Property or in the New Building/s to be constructed by the Developer. The Flat Purchaser hereby gives his/her express consent to the Developer to raise any loan against the Property, any number of the flats and/or the New Building/s under construction on the Property and to mortgage the same with any bank/banks, H.D.F.C./LIC/Citibank or any other financing agencies or private parties. This consent is on the express understanding that any such loan liability shall be cleared by the Developer at their expenses before the said premises is handed over to the Flat Purchaser.
40. It is agreed that the Flat Purchaser shall inform the Developer, all the concerned authorities/persons/body in case any loan obtained by him/her in respect of the said premises proposed to be acquired by him/her.
41. The Developer shall in respect of any amount remaining unpaid by the Flat Purchasers under the terms and conditions of this Agreement have a first and paramount lien and charge on the said premises agreed to be purchased by the Flat Purchaser.
42. It is agreed that if the Purchaser/s within a period of five years from the date of handing over the said premises to the Purchaser/s brings to the notice of the Developer any structural defect in the said premises or the building in which the said premises is situate or the material used therein and provided such defect is not attributable to normal wear and tear and misuse and/or any act of commission or omission on the part of the Purchaser/s and/or other purchasers and/or occupants the same shall be rectified by the Developer at their own costs and in case it is not possible to rectify such defects or unauthorised changes/repairs, non-maintenance of fittings and fixtures, then the Purchaser and/or the Society of the Purchaser as the

case may be shall be entitled to receive from the Developer reasonable compensation for such change or defect in the manner as provided under the RERA.

43. The Purchaser/s is informed that the Developer may obtain part occupation certificate in respect of a part of the building, and thereafter the Developer may continue / put up construction. The Purchaser/s hereby expressly agrees and covenants with the Developer that in the event of the Developer handing over possession of the said premises to the Purchaser/s and/or offering to the Purchaser/s a license to enter upon the said premises before the completion of the said building and the receipt of full Occupation Certificate for the said building, then and in that event the Purchaser shall not have any objection to the Developer completing the construction of the balance building or additional floors. The Purchaser/s further confirms that he/she/they shall not object or dispute construction of the balance building or additional floors or additional construction or part or parts thereof by the Developer on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Developer shall be entitled to either themselves or through any nominees to construct and/or complete the said building or put additional storeys without any interference or objection or dispute by the Purchaser/s. The Purchaser/s hereby consents to the same.
44. It is agreed that the Owner has agreed to execute Deed of Conveyance in respect of the said building and the said land. Such conveyance shall be executed, within a period of 3 (three) months from date of the issue of the occupancy certificate for the building, and till then, the Developer shall not be bound, liable, required to cause to execute any document in favour of the Society. Further execution of Deed of Conveyance shall always be subject to the Developer's rights and entitlements including those mentioned in clause 12, 13 and 43 hereof. The Purchaser/s agree/s and irrevocably consent/s not to have any demand or dispute or objection in this behalf.
45. It is agreed further that the Developer is not bound to give notice requiring any installment and the failure thereof shall not be deemed as an excuse for non-payment of the amount or the amounts on the respective due dates by the Flat Purchaser.
46. It is expressly agreed that the rights of the Flat Purchaser under this Agreement shall accrue on the Flat Purchasers only after making the payment of the total Purchase Price including amounts payable for service tax, VAT and/or any other statutory taxes, outgoings etc.
47. In the event of OC being obtained before the sale and disposal by the Developer of all the flats and premises in the New Building/s, the Developer shall have absolute authority and control as regards the unsold flats and the disposal thereof, the Society shall not charge any transfer charge or donations to the Developer or the prospective buyers and the Developer or the prospective buyer shall not require any consent from

- the Society. It is also agreed that the Developer shall not pay any type of outgoings to the Society in respect of unsold flats.
48. The Flat Purchaser has agreed that the Developer shall always have the right to construct various buildings in more than one phase and obtain the OC from MCGM in respect of such completed portion of the New Building/s and the Flat Purchaser hereby irrevocably consents to the same. The Developer has informed the Flat Purchaser and the Flat Purchaser has irrevocably given consent that the Developer shall be entitled to construct additional building and/or increase storeys of the New Building/s by making substantial changes in the staircases, lifts, etc., of the New Building/s.
49. This Agreement and any other documents shall be signed and required to be executed by the Society under any law shall also be signed by the directors of the Developer who are authorized by the Society pursuant to the Power of Attorney executed by the Society in favor of the Developer.
50. This Agreement shall always be subject to the provisions of RERA ACT, 2016 and the Rules framed thereunder.

THE FIRST SCHEDULE ABOVE REFERRED TO

All the piece and parcel of land or ground with members dwelling houses fully occupied by members known as “NEEV GALAXY” , Municipal Employees Sati Sadan CHSL being lying and situated on the piece of land bearing CTS No.49/E, plot No.33, Haji Bapu Road, Via Jitendra Road, Behind Parikh Hall, Malad (East), Mumbai- 400 097, in the revenue Village Goregaon Pahadi (East), Taluka Borivali (East) in the Registration District of Mumbai Suburban

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT Flat bearing no. _____ on the ____ floor admeasuring _____ sq.ft. (carpet) or equivalent to _____sq.mts.(carpet) or thereabouts in the _____ Wing of the New Building/s known as _____, _____ CHSL being lying and situate at _____ standing on the Property described in the First Schedule hereinabove written.

IN WITNESS WHEREOF the parties hereunto have set and subscribed their respective hands and seal to these presents on the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED)
by the within named DEVELOPER)
NEEV INFRASTRUCTURE PRIVATE LIMITED)
in the presence of)

SIGNEDNAND DELIVERED)
by the within named FLAT PURCHASER)

_____)
in the presence of)

RECEIVED of and from the)
within named FLAT PURCHASER, the sum of)
Rs. _____)
(Rupees _____)
_____ only))
being the amount of earnest or deposit)
stated to be paid by him/her/them to us by)
Cheque/Pay Order bearing No. _____)
drawn on _____)
_____)

Rs. _____/-

WITNESSES :

We Say Received
NEEV INFRASTRUCTURE PRIVATE LIMITED

1.

2.

Director

(DEVELOPER)

LIST OF ANNEXURES

A	
B	
C	
D	
E	
F	
G	