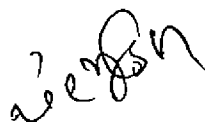


AGREEMENT FOR SALE OF A FLAT

THIS AGREEMENT FOR SALE OF FLAT is made at Mumbai on this _____ day of _____ 20__ BETWEEN M/s. NAVKAR INFRA PROJECTS a partnership firm, registered under the Indian Partnership Act, 1932 and having its registered office at 1 to 6 , Second floor, Navkar Paradise, Near Veer Savarkar Garden, L.T. Road, Borivali (west) , Mumbai - 400092, through its partners viz. (1) Mr. Mukesh Nenshi Gala and (2) Mr. Sameer Ganesh Bhube, hereinafter called as the said **'DEVELOPERS'** /PROMOTERS (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm, the survivor or



survivors of them and the heirs, executors, administrators, and assigns of the last surviving partner) OF THE ONE PART;

AND

Mr./Mrs. _____, adult, Indian Inhabitant, having address at _____, herein after referred to as "THE PURCHASER/S"/ALLOTEES (which expression shall, unless contrary to the context or meaning thereof, mean and include his/her/their respective heirs and legal representatives) OF THE OTHER PART;

WHEREAS:—

- A. (i) Elias Sebastian Kini, (ii) Simon Sebastian Kini and (iii) Baptist Sebastian Kini were the owners of the property viz., a plot of land bearing Revenue Survey No. 153 Hissa No. 2, Plot No. 2, admeasuring an area of 468 sq.mts [560 sq. yards] as per the village Form 7, corresponding to the C.T.S. No.1043 of Village Eksar, Taluka Borivali, Mumbai Suburban District, situated at Holy Cross Road No.2, I. C. Colony, Borivali (West), Mumbai 400103 which is more particularly described in the **First schedule** hereunder written, and shown on the plan **Annexure-A** hereto (hereinafter referred to as the **said property**) to Mrs. Veronica Helen D'souza by a Deed of Conveyance dated 8th December 1961 duly registered under number 2650/1961 of the above date in the office of joint Sub-Registrar at Bandra, Mumbai.
- B. Said Mrs. Veronica Helen D'souza entrusted the development rights in respect of the said property to the Developers M/s. Correa Construction vide the Development Agreement dated 25th June, 1980 executed between said Mrs. Veronica Helen D'souza and the said Developers. The said Developers constructed flats on the said property and sold them to, the then, prospective flat purchasers who in turn formed the co-operative housing Society in the name

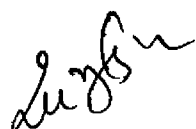
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and style of Yellow Rose Co-operative Housing Society Limited, and got it registered under the Maharashtra Co-operative housing Society Limited under No. BOM/HSR/R/9607/83 (hereinafter referred to as the **said Society**).

- C. The building of the said Society consisted of ground and three upper floor containing therein 12 flats, which have now been demolished for its re-development, and the work of construction is in progress.
- D. Said Mrs. Veronica Helen D'souza sold and conveyed the said property to the Society viz. the Yellow Rose Co-operative Housing Society Limited by a deed of conveyance dated 2nd April, 1985 which was lodged for registration in the office of the Sub-Registrar at Bandra, Mumbai. Since the said Deed of Conveyance had not been duly registered in Index 'II' kept by the Sub-Registrar of Assurances concerned as on the date, the village Form 7 in respect of the said Property remained in the name of Veronica Helen D'souza, and the corresponding city survey number of the said Revenue Survey Number 153, Hissa No. 2, plot No. 2, was shown in agriculture (viz Shetikade) due to lack of updating it though the said property was converted to N.A user long before.
- E. Then the village form No.7 in respect of the said property was shown admeasuring 468 sq. mtrs. Equivalent to 560 sq. yds. or thereabout, but the corresponding City Survey No. 1043 of it was shown admeasuring 398.2 Sq.mtrs..
- F. The society later on rectified the area in the Property Register Card in respect of the said CTS No. 1043 as 468.00 sq. mtrs. by the concerned city survey office.
- G. The Society is in the process of obtaining the Index - II in respect of the said Deed of Conveyance dated **2nd April, 1983** executed by Mrs. Veronica Helen D'souza in favour of society.



- H. The total built area of the building of the Society was 5067 Sq.ft. (470.73 Sq. mtrs) and it was in dilapidated conditions and it required heavy expenditures for carrying out extensive repairs and renovation. The structural audit of the Society's building was done and it was revealed by the structural Engineer that the building needed extensive repairs to most of the beams and columns at various levels and also to the terrace, the cost of which was very heavy. Further, as the Society was unable to raise large fund and as the building was then already 30 years old, the managing committee of the Society decided to redevelop it through Competent Developer, and referred the matter to the Special General Body of the Society and called it. The Society considered the issues at its said Special General Body Meeting and resolved to carry out the development of the entire property through any competent builder/Developer.
- I. The Society decided to redevelop the said property through the competent Developers who might re-develop it as per the plan that may be sanctioned by the MCGM, by using the base FSI of the said property which is '1' FSI at present and also by using the TDR of the other property on the said property to the utmost extent as also any other FSI of whatsoever nature as may be permissible under the prevailing Development Control Regulations for Greater Mumbai, 1991 (hereinafter referred to as the **said D. C. Regulations**).
- J. As represented by the society, the society after complying the guidelines issued by the Govt. of Maharashtra under section 79A of Maharashtra co-operative societies Act, 1960 appointed the 'Developers' as the Developers of the society.
- K. The said Special General Body also authorized the office bearers of the Society to draft the Development Agreement and the Power of



Attorney in respect of the said property to be executed in favour of the Developers herein and further authorized the Office Bearers of the Society Viz. (i) Mr. Jagannath Bhandary, the Chairman, (ii) Mr. William Rodrigues, the Secretary and (iii) Mr. Juilet D'souza, the treasurer of the Society to execute the Development Agreement and the Power of Attorney in respect of the said Property in favour of the Developer on behalf of the said Society, and to admit the execution of the said Development Agreement and the said power of Attorney before the Sub-Registrar of Assurances concerned.

- L. The office bearers of the society pursuant to the said authorization executed the Development Agreement dated 1st February, 2013 in favour of the Developers and registered it under No. BRL/2/903 of 2013 [hereinafter referred to as the said **Development Agreement**] and also executed the power of Attorney dated 1st February, 2013 in favour of the Developers and registered it under No. BRL/2/IV/904 of 2013 [hereinafter referred to as the **said Power of Attorney**].
- M. The Society represented to the Developers that under the provision of the Development Control Regulations (DCR), it is possible to avail of the benefits of the Transferable Development Rights (T.D.R.) on the said property and to utilize the same there on, in addition to the base FSI of the said Plot area, which is 468.00 sq. mtrs. as per the updated property register card in respect of the said Property.
- N. By virtue of the said registered Development Agreement and the said registered Power of Attorney, the Developers are authorized and empowered to develop the said property as of their rights thereunder.
- O. The Developers/Promoters obtained I.O.D. in respect of the development of the said Property vide No. CHE/A-

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5322/BP(WS)/AR issued by the Municipal Corporation of Greater Mumbai and the commencement certificate dated 16.07.2016 and further CC dated 12.05.2017.

- P. The Developers/Promoters have also annexed hereto the copies of following documents:

Annexure

- | | |
|--|----|
| 1. Certificate of the title of the

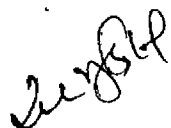
said plot issued by Advocate

and Solicitors of the Promoters; | B |
| 2. Property card; villages forms 6

and 7/12 of the described above

village | C |
| 3. Sketch of layout plan; | D |
| 4A. Sketch plan of the flat; | E |
| And | |
| 4B. Sketch plan of Car Park

(If sold with the flat) | EE |
| 5. I.O.D/ and Commencement certificate | F |
| 6. COPY OF THE RERA Registration Certificate | G |
| 7. Copy of the Amenities List | H |
| Q. The Developers have also entered into Agreement with the said members of the society for providing them with the Permanent Alternate Accommodation. | |
| R. The Developers have entered into the standard agreement with an Architect Mr. Amit Pawar Intact Design registered with the Council | |



of Architects and the agreement is as per the agreement prescribed by the Council of Architects.

- S. The Developers have appointed structural Engineer Mr. Ravindra Deshpande for the preparation of the structural design and drawings of the new building and the Development shall be under the professional supervision of the Architects and the structural Engineers till the completion of the Building/s.
- T. In accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai, and/or any concerned authority, the Developers are developing the said property described in the First Schedule hereunder, and put thereon the new building to be known as "YELLOW ROSE" of ground floor plus 12 upper floors.
- U. While sanctioning the said plans, in respect of construction on the said Property, the concerned local authority and/or government has laid down certain terms, conditions, stipulations and restrictions which shall be observed and performed by the Developers while developing the said Property and upon due observance and performance of which only the completion and occupation certificates in respect of the said Building shall be granted by the concerned authority.
- V. The Developer has registered the Project under the Provision of the Act with the Real Estate Regulatory Authority at _____ no _____ authenticated copy is attached as "Annexure G".
- W. The Developer declares that the said plot is free from any encumbrances of whatsoever nature.
- X. The Purchaser/s/Allotees has/ have demanded from the Developer and Developer /Promoter has given the inspection to the Purchaser/s of all the documents of title relating to the said plot, the documents of Developer /Promoter's rights to develop the said

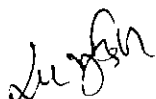
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plot, the relevant orders, the approved plans, I. O.D./and the commencement certificate no CHE/A-5322/BP(WS)/AR designs and specifications prepared by the Developer/Promoters' Architects Shri. Amit Pawar Intact Design and the said agreements entered into with the said Architect and with the structural Engineer and all other documents as specified under the Maharashtra Ownership Flats and RERA Real Estate Regulatory Act 2016 (Regulation of the Developer /Promoter of Construction, Sale, Management and Transfer) Act, 1963 (hereafter referred as "the said Acts") and of such other document as are specified under the Real Estate and the rules and Regulation made there under.

- Y. The Purchaser/s/Allotees have approached the Developer /Promoter for the purchase of Flat etc. admeasuring_____ sq. ft. equivalent to _____ sq. mtrs. Carpet area on the _____ floor of the new building to be named as "YELLOW ROSES" to be constructed on the said plot, (hereinafter called as the 'said building') and the Developer /Promoter have agreed to sell allot the same to the purchaser/s.
- Z. While sanctioning the said plans, in respect of construction on the said plot, the Municipal Corporation of Mumbai and the concerned local authority and/or Government has/have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner/Promoter while developing the said plot and the said building thereon and upon due observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by the concerned authority.
- AA. The Developer/Promoter has accordingly commenced construction of the said buildings / in accordance with the proposed plans.

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- BB. The Carpet Area of the said Apartment is_____ sq.mt and
 "Carpet Area" means the net usable floor area of an Apartment,
 excluding the area covered by the external walls, areas under
 services shafts , exclusive use of the Allottee or verandah area and
 exclusive open terrace area appurtenant to the said Apartment for
 exclusive use of the Allottee, but includes the area covered by the
 internal partition walls of the Apartment.
- CC. The parties thereto relying on the confirmation, representations
 and assurances of each other to faithfully abide by all the terms,
 conditions and stipulations contained in this Agreement all
 applicable laws , are now willing to enter onto this Sale Agreement
 on the terms and conditions appearing hereinafter;
- DD. Prior to the execution of the these presents the Purchaser has paid
 to the Developer /Promoter sum of Rs_____ (only) ie 10%
 being part payment of the sale consideration of the Apartment
 agreed to be sold by the Developer/ Promoter as advance payment
 or Application Fee (the payment and receipt whereof the
 Developer/Promoter both hereby admit and knowledge) and the
 Purchaser has agreed to pay to the Developer / Promoter the
 balance sale consideration in the manner hereinafter remaining.
- EE. The Developer/ Promoter under sec 13 of the said Act the promoter
 is required to execute a written Agreement for sale of the said
 Apartments with the Purchaser , being in fact these presents and
 also to register said Agreements under the Registration Act,1908.
- FF. The fixtures, fittings and amenities to be provided by the
 Developers in the said building and the premises are those that are
 set out in the **Third Schedule** hereunder written.
- GG. The Developers/Promoter hereby declare that the Floor Space
 Index available in respect of the Said Land of the Society is
 _____ square metes only and that no part of the said floor space



index has been utilized by the Society elsewhere for any purpose whatsoever. In case the said floor space index has been utilized by the Developers/Promoter on behalf of the Society elsewhere, then the Developers shall furnish and/or cause to be furnished by the Society to the Purchaser/s all the detailed particulars in respect of such utilization of such floor space index by them. In case while re-developing the said Property the Developers have utilized any floor space index of any other Land or property by way of T.D.R, floating floor space index, then the particulars of such floor space index shall be disclosed by the Developers to the Purchaser/s. The residual F.A.R. (F.S.I.) in the Said Land or the layout not consumed will be available to the Developers as per the provisions of the said Development Agreement.

- HH. The Developers are entitled to sell and dispose of the remaining surplus premises to the prospective flat Purchasers as the Developers may deem fit.
- II. The parties hereto desire to reduce in writing the terms and conditions of these presents.

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. It is agreed that the recitals mentioned in recital paragraphs 'A' to 'II' shall form the integral part of this agreement, as if the same have been incorporated in this operational part of these presents.
2. The Developers are constructing the building named as **"YELLOW ROSE"** on the Land which is more particularly described in the First Schedule hereunder written in accordance with the plans, designs, specifications approved by the Municipal Corporation of Greater Mumbai and/or the concerned Local Authority, which have been disclosed and furnished to and seen and approved by

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the Purchaser/s/Allotees.

3. Developers will have right to make such alterations, variations, additions and modifications as the Developers may consider necessary, or as may be required by the concerned local or govt. Authority or due to any change in law. However, the Developers/Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of such alterations, variations, additions and modifications which may adversely affect the area and the location of the flat of the Purchaser/s agreed to be sold to the Purchaser/s/Allotees. The Developers have proposed and got approved a single building with stilt plus 12 floors for the time being, and the Developers shall be entitled to raise the additional floors in the said building above said 12th floor or to add structure to the building horizontally or to construct new/additional building on the said plot of the land by consuming the balance FSI, if any, or any FSI which may be increased on the said land due to any change in law before the completion of the development on the said property, and the purchaser/s doth hereby give/s his/her irrevocable consent to the Developers by this writing for the said alterations, variations, additions and modifications raising over the said 12th floor and/or putting of the horizontal new constructions, as contemplated in section 7 of MOFA, 1963, as in force.
4. By the said Development Agreement and the said Power of Attorney the Society has authorized and empowered the Developers to sell and/or allot the flats/shops and other Premises out of the free sale component in the said building being constructed and the said Property including the flats in the additional construction on the said land by said alterations, additions, variations and modifications and raising of floors on the said single building mentioned above in the open market, to any one for such price and



upon such terms and conditions, as the Developers/Promoter may deem fit in their absolute discretion and appropriate the sale proceeds thereof. The Society has also authorized and empowered the Developers/Promoter to execute this agreement in favour of the Purchaser/s in view of the powers and authorities granted by it, to the Developers, under the said Development Agreement and the said power of Attorney already executed by the Said Society in favour of the Developers.

5. (a) The Purchaser/s/Allottes agree/s to purchase from the said Developers for which the Developers are acting, and the Developers acting as such have agree/s to sell to the Purchaser/s out of Free Sale Component the Flat/shop/terrace/unit etc. bearing No. _____ admeasuring _____ sq. meters [equivalent to _____ sq. feet] carpet on the _____ floor of the _____ wing of the building named as 'YELLOW ROSE' as shown on the plan thereof hereto annexed and marked as **Annexure-'A'** (hereinafter referred to as the **said Premises**) which is inclusive of the area of balconies and which all shall be inclusive of the fungible FSI and/or the premium FSI that may be granted under the revised Development Control Regulation for Greater Mumbai, as in force, and as allowed and permitted to be used by the Municipal Corporation Greater of Mumbai, for the lump sum price of Rs. _____/- (Rs. _____only) which price includes the proportionate price of the common areas and facilities appurtenant to the said premises. The said premises agreed to be sold hereunder are more particularly described in the **Second Schedule** hereunder written.

- (b) The Developers/Promoter have also allotted to the Purchaser/s the parking space bearing No. _____ on the _____ floor of the said building, for the use and enjoyment of the said

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flat/shop/unit, which is shown in the plan thereof hereto annexed being **Annexure 'EE'**.

(c) The said flat/unit agreed to be sold hereby and the said parking hereby allotted to the Purchaser/s are more particularly described in the **Second Schedule** hereunder written, and the said flat and the said parking together are hereinafter referred to as the **said Premises**).

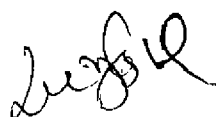
6. The Purchaser/s/Alottees has/have paid to the Owner/Promoter a sum of Rs. _____/- (Rupees _____ only) by a cheque bearing no. _____ dated _____ drawn on _____ bank _____ branch @10% of total consideration being part payment towards the sale price of the said flat (the payment and receipt whereof the Owner/Promoter hereby admit and acknowledge) and the Purchaser/s shall pay to the Owner/Promoter balance price of flat viz:Rs. _____ (Rupees _____) in the following manner:-

- a. Rs. _____/- (Rupees _____ only) @ 20% on execution of the present sale Agreement from the total sale consideration.
- b. Rs. _____/- (Rupees _____ only) @40 % to be divided in equal sabs including podium stilts of the building upto the 12th Upper Floor.

(i) Rs. _____/- (Rupees _____ only) on or before the completion of the slab of the Fifth floor said building.

(ii) Rs. _____/- (Rupees _____ only) on or before the completion of the slab of the Sixth floor said building.

(iii)Rs. _____/- (Rupees _____)



only) on or before the completion of the slab of the Seventh floor said building.

(iv) Rs. _____/- (Rupees _____

only) on or before the completion of the slab of the Eight floor said building.

(v) Rs. _____/- (Rupees _____

only) on or before the completion of the slab of the Ninth floor said building.

(vi) Rs. _____/- (Rupees _____

only) on or before the completion of the slab of the Tenth floor said building.

(vii) Rs. _____/- (Rupees _____

only) on or before the completion of the slab of the Eleventh floor said building.

(viii) Rs. _____/- (Rupees _____

only) on or before the completion of the slab of the Twelfth floor of the said building.

c. Rs. _____/- (Rupees _____ only) @5% on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

d. Rs. _____/- (Rupees _____ only) @5% on to be paid on completion of the sanitary fittings, staircase s, lift wells lobbies upto the floor level of the said Apartment.

e. Rs. _____/- (Rupees _____ @10% on completion of the lifts , water pumps, electrical fittings ,

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electro, mechanical ,entrance lobby.

- f. Balance Amount of Rs(.....) @ 10% against and at the time of handing over of the possession of the Apartment to the Allottee on or before receipt of Occupancy Certificate.
7. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].
8. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/ Allottee, which shall only be applicable on subsequent payments.
9. The Developer/ Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/Allottee by discounting such early payments @___ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser/Allottee by the Promoter.



10. The Developer/Promoter shall confirm the final carpet area that has been allotted to the Purchaser/Allottee after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer/Promoter. If there is any reduction in the carpet area within the defined limit then Developer/Promoter shall refund the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area allotted to Purchaser/Allottee, the Developer/Promoter shall demand additional amount from the Purchaser/Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
11. The Purchaser/Allottee authorizes the Developer/Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser/Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
12. Time is essence for the Developer/Promoter as well as the Purchaser/Allottee. The Promoter/Developer shall abide by the time schedule for completing the project and handing over the [Apartment] to the Purchaser/Allottee and the common areas to the association of the Purchaser/Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/Allottee shall make timely

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payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 6. Herein above. ("Payment Plan").

13. The Developer /Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Developer/ Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Purchaser/Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Developer/ Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
14. If the Developer/ Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Purchaser/Allottee, the Developer/ Promoter agrees to pay to the Purchaser/Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/Allottee, for every month of delay, till the handing over of the possession. The Purchaser/Allottee agrees to pay to the Promoter, interest as specified in the RERA Rule 18, ie SBI highest Marginal Lending rate of the Market for all the delayed payment which become due and payable by the Purchaser/Allottee

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to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/Allottee(s) to the Developer/ Promoter.

15. Without prejudice to the right of Developer/Promoter to charge interest in terms of clause 14 above, on the Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Purchaser/Allottee to the Developer/Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/Allottee committing three defaults of payment of installments, the Developer/Promoter shall at his own option, may terminate this Agreement: Provided that, Developer/ Promoter shall give notice of fifteen days in writing to the Purchaser/Allottee, by Registered Post AD at the address provided by the Purchaser/Allottee and mail at the e-mail address provided by the Purchaser/Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser/Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer/Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser/Allottee to the Promoter.

16. The fixtures and fittings with regard to the flooring and sanitary

Signature

fittings and amenities like one or more lifts with particular brand, or price range (will/shall) to be provided by the Developer/Promoter in the said building and the Apartment as are set out in Annexure 'H', annexed hereto.

17. The Developer/Promoter shall give possession of the Apartment to the Purchaser/Allottee on or before..... Day of June 2019. If the Developer/Promoter fails or neglects to give possession of the Apartment to the Purchaser/Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Developer/ Promoter shall be liable on demand to refund to the Purchaser/Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 14 herein above from the date the Developer/Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Developer/Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

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

18. The Developer/Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/Allottee as per the agreement shall offer in writing the possession of the [Apartment], to the Purchaser/Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer/Promoter shall give possession of the [Apartment] to the Purchaser/Allottee. The

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Developer/Promoter agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/Promoter. The Purchaser/Allottee agree(s) to pay the maintenance charges as determined by the Developer/ Promoter or association of Purchaser/Allottees, as the case may be. The Developer/Promoter on its behalf shall offer the possession to the Purchaser/Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

19. The Purchaser/Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Purchaser/Allottee intimating that the said Apartments are ready for use and occupancy:
20. Failure of Purchaser/Allottee to take Possession of [Apartment] Upon receiving a written intimation from the Promoter as per clause 18 & 19, the Purchaser/Allottee shall take possession of the [Apartment] from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer/ Promoter shall give possession of the [Apartment] to the Purchaser/Allottee. In case the Purchaser/Allottee fails to take possession within the time provided in clause 19 such Purchaser/Allottee shall continue to be liable to pay maintenance charges as applicable.
21. If within a period of five years from the date of handing over the Apartment to the Purchaser/Allottee, the Purchaser/Allottee brings to the notice of the Developer/Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer/ Promoter at his own cost and in case it



is not possible to rectify such defects, then the Purchaser/Allottee shall be entitled to receive from the Developer/Promoter, compensation for such defect in the manner as provided under the Act.

22. The Purchaser/Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of Residence only. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
23. The Purchaser/Allottee along with other Purchaser/Allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer/Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Developer/Promoter within seven days of the same being forwarded by the Developer/ Promoter to the Purchaser/Allottee, so as to enable the Developer/ Promoter to register the common organization of Purchaser/Allottee. No objection shall be taken by the Purchaser/Allottee if any; changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
24. The Developer/Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Developer/Promoter in the said

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structure of the Building or wing in which the said Apartment is situated.

25. The Developer/Promoter shall, within three months of registration of the societies, as aforesaid, shall cause to be transferred to the the right, title and the interest of the Developer/Promoter in the project land on which the building or buildings is to be constructed.
26. Within 15 days after notice in writing given by the Developer/Promoter to the Purchaser/Allottee that the Apartment is ready for use and occupancy, the Purchaser/Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined.
27. The Purchaser/Allottee further agrees that till the Purchaser/Allottee's share is so determined the Purchaser/Allottee shall pay to the Developer/Promoter provisional monthly contribution of @ Rs. per month towards the outgoings. The amounts so paid by the Purchaser/Allottee to the Developer/Promoter shall not carry any interest and remain with the Developer/ Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the

Signature

society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developer/Promoter to the Society as the case may be.

28. The Purchaser/Allottee shall on or before delivery of possession of the said premises keep deposited with the Developer/Promoter, the following amounts :-

- (i) Rs.....for share money, application entrance fee of the Society .
- (ii) Rs. for formation and registration of the Society.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society
- (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society. (v) Rs.....
For Deposit towards Water, Electric, and other utility and services connection charges &
- (v) Rs _____ for deposits of electrical receiving and Sub Station provided in Project/Layout.

29. The Purchaser/Allottee shall pay to the Developer/Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

30. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser/Allottee shall pay to the Developer/Promoter, the Purchaser/Allottees' share of stamp duty and registration charges payable, by the said Society

on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser/Allottee shall pay to the Developer/Promoter, the Purchaser/Allottees' share of stamp duty and registration charges payable, on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Society.

31. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**
THE PROMOTER HEREBY REPRESENTS AND
WARRANTS TO THE PURCHASER/ALLOTTEE AS FOLLOWS:

- i. The Developer/Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Developer/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. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project,

Dr. D. S. Gul

project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The Developer/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 Developer/Allottee created herein, may prejudicially be affected;
- vii. The Developer/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;
- viii. The Developer/Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Purchaser/Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchaser/Allottees the Promoter shall handover lawful, vacant, peaceful,

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physical possession of the common areas of the structure to the Association of the Purchaser/Allottees;

- x. The Developer/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 formation of society.
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
32. The said Society has agreed to admit the Purchaser/s to the membership of the Society upon the written request of the Developers to the Society, subject to such Purchaser/s formally applying to it for such membership and agreeing to observe and abide by the Bye-laws of the Society, and subject to the payment of required fees, charges premium by the Purchasers to the Society, as may be decided by the Society. It is agreed that the said Premium shall be borne and paid by the Purchaser/s.
33. The Purchaser/Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Developer/ Promoter as follows :-
- i. To maintain the Apartment at the Purchaser/Allottee's

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own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser/Allottee in this behalf, the Purchaser/Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/Allottee and shall not do or suffer to be done anything in or to



the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/Allottee committing any act in contravention of the above provision, the Purchaser/Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of



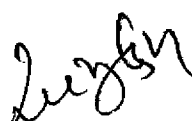
the insurance.

- 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 project land and the building in which the Apartment is situated.
- vii. Pay to the Developer/Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Purchaser/Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser/Allottee to the Promoter under this Agreement are fully paid up.
- x. The Purchaser/Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or



amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Purchaser/Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Society, the Purchaser/Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii. The Developer/Promoter shall maintain a separate



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

- xiv. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser/Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer/Promoter until the said structure of the building is transferred to the Society and until the project land is transferred to the Society as hereinbefore mentioned.

34. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE.**

After the Developer/ 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/Allottee who has taken or agreed to take such [Apartment].

35. **BINDING EFFECT**

Forwarding this Agreement to the Purchaser/Allottee by the Promoter



does not create a binding obligation on the part of the Developer/ Promoter or the Purchaser/Allottee until, firstly, the Purchaser/Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer/ Promoter. If the Purchaser/Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer/ Promoter, then the Developer/ Promoter shall serve a notice to the Purchaser/Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/Allottee, application of the Purchaser/Allottee shall be treated as cancelled and all sums deposited by the Purchaser/Allottee in connection therewith including the booking amount shall be returned to the Purchaser/Allottee without any interest or compensation whatsoever.

36. **ENTIRE AGREEMENT**

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

37. **RIGHT TO AMEND**

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



38. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

39. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

40. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT.**

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

41. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be



reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

42. **PLACE OF EXECUTION.**

The execution of this Agreement shall be complete only upon its execution by the Developer/Promoter through its authorized signatory at the Developer/Promoter's Office, or at some other place, which may be mutually agreed between the Developer/Promoter and the Purchaser/Allottee, and after the Agreement is duly executed by the Purchaser/Allottee and the Developer/ Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____ .

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

43. That all notices to be served on the Purchaser/Allottee and the Developer/ Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer/Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser/Allottee

(Allottee's Address)

Notified Email ID:_____

Phone no



M/s Promoter name

(Promoter Address)

Notified Email ID: _____

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

44. **JOINT PURCHASERS/ ALLOTTEES.**

That in case there are Joint Purchaser/Allottees all communications shall be sent by the Developer/ Promoter to the Purchaser/Allottee whose name appears first and at the address given by him/her/then/they which shall for all intents and purposes to consider as properly served on all the Purchasers/Allottees.

45. **Stamp Duty and Registration :-**

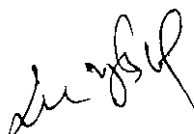
The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/Allottee.

46. **Dispute Resolution :-**

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

47. **GOVERNING LAW**

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



jurisdiction for this Agreement.

THE SCHEDULE OF THE PROPERTY

All that a piece and parcel of plot of land bearing Revenue Survey No. 153 Hissa No. 2, Plot No. 2, admeasuring an area of 468 sq.mts [560 sq. yards] as per the village Form 7, corresponding to the C.T.S. No.1043 of Village Eksar, Taluka Borivali, Mumbai Suburban District, situated at, Holy Cross Road No.2, I. C. Colony, Borivali (West), Mumbai -400 103, within ____ ward of the Municipal Corporation of Greater Mumbai, and within the Registration District and Sub-district of Mumbai City and Mumbai Sub-urban and bounded as under:

On or towards North : CTS NO 1042

On or Towards South : CTS NO 1044

On or towards East : ROAD

On or towards West : CTS NO 1046

THE SECOND SCHEDULE ABOVE REFERRED TO

1. The Flat bearing No. ____ admeasuring ____ sq. ft. in carpet area equivalent to ____ mtrs. carpet area [which is inclusive of the area of balconies] situate on ____ floor of the building known as **"Yellow Rose"** being constructed on the Property referred in the First Schedule above written and as shown in the Floor Plan thereof hereto annexed and marked Annexure 'B'.
2. The parking space bearing No. ____ on the ____ floor of the building known as 'Yellow Rose' situate on the property described in the First Schedule above written, and as shown in the plan being Annexure -'____' hereto.

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THE THIRD SCHEDULE ABOVE REFERRED TO

A. Common Areas and Facilities means:

1. The common corridor, passages, staircases, entrance, lobbies, exits of the said Building.
2. The elevators in the building including the lift well, lift machine room, stairs leading to the lift machine room (if any) and entrance to the lift cabin
3. The underground tank and the overhead tanks with all galvanized pipe fittings including pump rooms, pump, switches, and water meter.
4. Electrical installations including the wiring of the electric cabins, meter and the meter of the premises of the purchaser.

A. Limited Common Areas and Facilities:

Landing in from of the stairs on the floor on which the said premises is located and the space of corridor in front of the entrance to the lift as a means of access to the premises but not for the purpose of storing or as recreation area or for residence or for sleeping.

B. Restricted Areas and Rights:

1. Parking spaces and terraces allotted to premises/units/flat purchasers on exclusive basis is restricted area
2. All FSI rights and/or right to use TDR or claim compensation for setback shall belong to the Developers and will be restricted rights.
3. Gardens and common areas to be used only on recreation areas jointly with other premises holders without any ownership right.

C. Amenities :

1. Fame work : R.C.C.
2. Walls : Brik walls or R.C.C. walls with
Plaster both sides.
3. Lift :
4. Kitchen Plat form :
5. Colour : ____ in every room, passage,
bath, W.C. and balconies.
6. Doors :
7. Windows :
8. Sanitary work And Plumbing :
9. Water tanks :
- a) Under ground
- b) Overhead

Signature

10. Water Pump :
11. Flooring :
12. Electrical fittings :
- Electric meter : _____ Number/s
- Plug : _____ Numbers
- bell points : _____ Number/s
- lights Points : _____ Numbers
- Fan Points : _____ Numbers
13. others :

IN WITNESS WHEREOF the parties hereto have put their respective hands and the seal on the day and year first herein above mentioned.

SIGNED SEALED AND DELIVERED by the)

Withinnamed DEVELOPERS viz.)

M/s. Navkar Infra Projects, a Partnership firm)

through their partners Viz.)

(1) Mr. Mukesh Nenshi Gala and)

(2) Mr. Sameer Ganesh Bhube)

in the presence of)

SIGNED, SEALED AND DELIVERED)

By the withinnamed Purchaser/s viz.)

_____)

in the presence of

Signature

RECEIPT

Received of and from the withinnamed Purchaser/s viz. Mr. / Mrs.
 /Miss. _____ the sum of Rs. _____/- (Rs.
 _____) towards the within named consideration by
 cash/cheque/D.D./ bearing no. _____ and dated _____ drawn on
 the _____ Bank _____ branch.

Rs. _____

We say Received

For M/s. _____

Partner/s/

Signature

Annexure

- | | |
|--|----|
| 2. Certificate of the title of the | B |
| said plot issued by Advocate | |
| and Solicitors of the Promoters; | |
| 3. Property card; villages forms 6 | C |
| and 7/12 of the described above | |
| village | |
| Sketch of layout plan; | D |
| 4A. Sketch plan of the flat; | E |
| And | |
| 4B. Sketch plan of Car Park | EE |
| (If sold with the flat) | |
| 5. I.O.D/ and Commencement certificate | F |
| 6. COPY OF THE RERA Registration Certificate | G |
| 7. Copy of the Amenities List | H |



LETTER OF ALLOTMENT

To,

Date:

Dear / Madam,

1. At your request we are pleased to allot you residential premises being proposed flats admeasuring ____sq. ft. carpet area, Bearing no. ____ on the ____ floor of the proposed building of our project (hereafter referred to as " the said flat"), to be constructed at All that piece and parcel of plot of land bearing Revenue Survey No. 153 Hissa No. 2, Plot No. 2, admeasuring an area of 468 sq.mts [560 sq. yards] as per the village Form 7, corresponding to the C.T.S. No.1043 of Village Eksar, Taluka Borivali, Mumbai Suburban District, situated at, Holy Cross Road No.2, I. C. Colony, Borivali (West), Mumbai -400 103, within ____ ward of the Municipal Corporation of Greater Mumbai, and within the Registration District and Sub-district of Mumbai City being registered with the Real Estate Regulatory Act 2016 with reg no _____. The purchase price has been decided at a lump sum of, Rs. ----- (_____)

2. We have received an amount of Rs. _____/- (_____) @ 10% as the down payment towards the booking of the flat.

3. The remaining amount of Rs. _____/- (_____) will be payable as under:



1. @ 20% on execution of the present sale Agreement.	
2. @40 % to be divided in equal sabs including podium stilts of the building upto the 12 th Upper Floor.	
i. Rs. _____/- (Rupees _____ only) on or before the completion of the slab of the Fifth floor said building.	
ii. Rs. _____/- (Rupees _____ only) on or before the completion of the slab of the Sixth floor said building.	
iii. Rs. _____/- (Rupees _____ only) on or before the completion of the slab of the Seventh floor said building.	
iv. Rs. _____/- (Rupees _____ only) on or before the completion of the slab of the Eight floor said building.	
v. Rs. _____/- (Rupees _____)	

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only) on or before the completion of the slab of the Ninth floor said building.	
vi. Rs. _____/- (Rupees _____ only) on or before the completion of the slab of the Tenth floor said building.	
vii. Rs. _____/- (Rupees _____ only) on or before the completion of the slab of the Eleventh floor said building.	
viii. Rs. _____/- (Rupees _____ only) on or before the completion of the slab of the Twelfth floor said building.	
3. Rs. _____/- (Rupees _____ only) @5% on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.	
4. Rs. _____/- (Rupees _____ only) @5% on to be paid on completion of the sanitary fittings, staircase s, lift wells lobbies upto the floor level of the said Apartment.	
5. Rs. _____/- (Rupees _____ @10% on completion of the lifts , water pumps,	

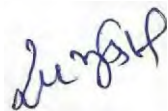
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electrical fittings , electro, mechanical ,entrance lobby. 6. Balance Amount of Rs(.....) @ 10% against and at the time of handling over of the possession of the Apartment to the Allottee before receipt of Occupancy Certificate.	
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4. Time for the payment of each installment is the essence of the contract. You will make payment of the aforesaid installments within seven (7) days from the date of intimation of the same. In the event of default in payment of any installments, without prejudice to our right to terminate the allotment, you shall be liable to pay interest on the defaulted amount at the rate of ____% (SBI highest Marginal lending Rate) per annum from its due date till payment as per the rules and regulation of RERA Act.

5. In addition to the aforesaid consideration you shall be liable to pay your share of Share Application Money, Society Formation Charges, Stamp Duty and Registration Charges as decided by the company. If any other Government levy or taxes as are leviable in respect of the aforesaid premises you shall be liable and responsible to make payment of the same or in case we have made the payment in that regard you shall reimburse the said amounts immediately on being called upon to do so.

6. The aforesaid premises are as per the plan prepared by the Architect. We will endeavor to get the same sanctioned however, we will have full liberty to modify the building plans and to comply with requirement of the local Authorities and you will not object to the same. We have your irrevocable consent for the same.



7. Regular printed Agreement for Sale of Premises in respect of the aforesaid Office under the provisions of the MOFA & RERA Act will be entered with you and the same will be stamped and registered by you and the cost for the same shall be borne and paid by you only. You shall pay all the necessary fees, charges and payments to be made under the said Regular Printed Agreement for Sale of Premises, in case you wish to transfer the same prior to agreement there no transfer charges charged.

8. You have further confirmed that you shall pay all applicable charges to enjoy the benefits and advantages of the amenities such as Parking.

9. You have confirmed that we shall be entitled to raise loan / mortgage on the aforesaid property including the proposed construction carried out thereupon from any Bank, Financial Institution or Company.

10. On completion of the said project, the aforesaid property along with the said building shall be conveyed to the society/association/condominium or a limited company as the case may be, formed of the premises purchasers in the said building. We will cause you to be enrolled as member of the co-operative society/association/condominium or a limited company as the case may be to be formed of all the premises holders in the building.

11. All letters, circulars, receipt and / or notices to be served on you as contemplated by this present shall be deemed to have been duly served if sent to you by registered post A.D. / Under Certificate Of Posting at your address known to us which will be sufficient proof of receipt of the same by you and shall completely and effectively discharged of our entire obligation. For this purpose you have given complete address specified below:

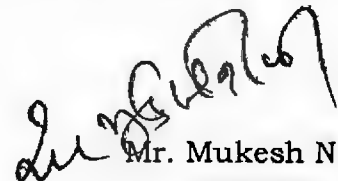
12. It is expressly hereby agreed by you that in the event of any of the terms and conditions mentioned in this Letter of Allotment issued to you may vary / differ with that of the terms and conditions mentioned in the Regular Printed Agreement for Sale of

Premises to be issued to you for the said premises or vice versa, you shall not raise any claims / objections for the same and that this Letter shall be deemed to have been modified.



13. By putting your signature at the foot of this writing / letter, you are confirming and agreeing to the terms and conditions as mentioned herein.

Thanking you,



Mr. Mukesh N Gala
Partner

I/We Confirm

RECEIPT

We confirm we have received a sum of **Rs.** _____ /- ()

Cheque No.	Date	Bank	Amount

FOR Navkar Infra Projects



Mr. Mukesh N Gala
Partner